

By and Between

COUNTY OF SARATOGA

and



**UNITED PUBLIC SERVICE EMPLOYEES UNION
(SARATOGA COUNTY CORRECTIONS,
COMMUNICATIONS, JAIL NURSES & CIVIL DIVISION)**

JANUARY 1, 2020 – DECEMBER 31, 2022

A G R E E M E N T

B E T W E E N T H E

C O U N T Y O F S A R A T O G A

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J A I L N U R S E S & C I V I L D I V I S I O N)

JANUARY 1, 2020 – DECEMBER 31, 2022

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PREAMBLE

It shall be the purpose of this Agreement and the public policy of the County of Saratoga-Saratoga County Sheriff, referred to herein as the "County" or "Employer", and the UNITED PUBLIC SERVICE EMPLOYEES UNION herein referred to as the "Union", to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government.

ARTICLE I

RECOGNITION

Section 1. The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances.

Section 2. Pursuant to Section 208 of the Civil Service Law, the Union shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement.

Section 3. The Union shall have exclusive payroll deduction of authorized deductions for employees.

Section 4.

A. The Employer shall deduct from the wage of employees and remit to the Union or its designated agent regular membership dues and other authorized deductions for those employees who signed authorization permitting such payroll deductions. In addition, the Employer shall deduct on a bi-weekly basis an amount of money designated by the employee in writing from the paycheck of such employee who wished a deduction(s) for United States Bonds and/or a Credit Union.

B. The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that may be taken by the Employer for the purpose of complying with the provisions of such deductions as are herein set forth, or in reliance upon any authorization card or list relating thereto which is furnished to the Employer by the Union.

Section 5. The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE II

COLLECTIVE BARGAINING UNIT

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Sheriff's Department inclusive of Civil Clerk, Commissary Clerk, Cook, Correction Officer, Desk Officer, Desk Sergeant, I.D. Officer, Correction Sergeant, Correction Lieutenant, Correction Officer PT, Jail Nurse, Jail Head Nurse.

ARTICLE III

COMPENSATION

Section 1.

- A. The attached salary schedules will cover calendar years 2019, 2020, 2021 and 2022 and shall reflect the following increases:
 - a. Longevity increases will be rolled into base for all purposes. These adjustments are reflected in the salary matrix attached as Appendix A.
 - b. The salary schedules for Sergeants shall be adjusted to reflect a salary that is 10 % higher than the Correction Officer salary at each step, Desk Sergeants salary schedules will be adjusted to reflect a salary that is 10% higher than Desk Officer at each step, Lieutenants salary schedules will be adjusted to reflect a salary that is 16% higher than a Correction Officer at each step. These adjustments are reflected in the salary matrix attached as Appendix A.
 - c. Effective January 1, 2020: Across the Board increase of 2% at each step on the salary matrix for all positions after the adjustments described in paragraphs a and b above. These adjustments are reflected in the salary matrix attached as Appendix A.
 - d. Effective January 1, 2021: Across the Board increase of 2% at each step on the salary matrix for all positions. These adjustments are reflected in the salary matrix attached as Appendix A.
 - e. Effective January 1, 2022: Across the Board increase of 2% at each step on the salary matrix for all positions. These adjustments are reflected in the salary matrix attached as Appendix A.
 - f. The salary set by Memorandum of Agreement for Jail Nurses is attached as Appendix G.
 - g. All salary and wage increases shall be fully retroactive to January 1, 2020 for all computation purposes, and shall be paid to bargaining unit members within ninety (90) days of ratification/approval of both parties. Attached as Exhibit "A" are the salary schedules representing the above salary increases.

B. The rate of pay for Correction Officer (part-time) will be \$16.50 per hour.

Section 2.

Pursuant to Section 1, those bargaining unit employees who retired (receiving benefits from the New York State Retirement system) on or after January 1, 2019 and those employees who are on the payroll or on approved leave as of the effective date (ratification) of the agreement are eligible for their respective retroactive pay increases.

Section 3.

Step Movement: Prior to January 1, 2016 step movements for employees shall occur in the first full pay period following their anniversary date. Effective January 1, 2016 step movement for all employees shall occur in the first full pay period each calendar year after their first year of employment. For new employees only that are hired effective on or after July 1, their first step movement will not advance until the first full pay period in the second calendar year after their initial date of hire. Thereafter their step movement will occur the first full pay period each calendar year. For new employees hired before July 1 their step movement will advance the first full pay period in first calendar year following their initial date of hire and each year thereafter.

Section 4.

Field Training Officer – Employees who are performing as a “Field Training Officer” will receive a stipend of \$20 for each shift they serve as Field Training Officer.

Section 5.

A correction officer temporarily moved to a shift that he or she did not bid for will receive a stipend in the amount of \$20 for each shift served in addition to compensation entitled to by the Collective Bargaining Agreement or by law. This provision only applies when a correction officer with more seniority is moved to a different shift despite there being a correction officer with less seniority available. However, due to requirements by law that the Saratoga Sheriff's office must follow, that senior officer must handle a shift that he or she did bid. This provision does not apply to regular overtime or mandatory overtime to fill a vacancy, only actually rescheduling of a straight time shift.

ARTICLE IV

LONGEVITY

Section 1. Longevity increments as provided in the Compensation Plan for all employees listed in Appendix A-1 shall continue when due such employees for the duration of this Agreement. Effective January 1, 2015, longevity increments will be included in the base for all purposes and subject to the increases set forth in Article III.

ARTICLE V

WORKDAY – WORKWEEK

Section 1.

- A. All full-time clerical, commissary and civil employees of the Sheriff's Department, and the Identification Officer shall work a five (5) day, seven and one-half (7½) hour per day workweek excluding a thirty (30) minute lunch period. The hours of work shall be from 9:00 a.m. to 5:00 p.m., Monday through Friday.

- B. All Lieutenants, Sergeants, Correction Officers, and Desk Officers of the Sheriff's Department shall work a five (5) day, eight (8) hour per day workweek inclusive of a one-half (1/2) hour lunch period for each of the established shifts.

Section 2.

Employees shall have two (2) consecutive twenty-four (24) hour days, a total of forty-eight (48) consecutive hours off each week. The normal work period for all Lieutenants, Sergeants, Correction Officers, Desk Officers, Jail Nurses, Jail Head Nurse, and Cooks in the Sheriff's Department shall be ten (10) days for each fourteen (14) day period.

Section 3.

- A. Shifts established for all Sergeants, Correction Officers, Desk Officers are 8:00 AM – 4:00PM, 4:00PM – 12:00AM, and 12:00AM – 8:00AM subject to change by agreement of both the employees and the Sheriff.

- B. The parties agree to the implementation of permanent shifts for Desk Officer, Desk Sergeants, Correction Officers and Correction Sergeants.

- C. The shifts will be open for bidding purposes in November of each year, with final submissions to be due no later than November 30th. Shifts will be assigned based upon seniority. Shift assignments will be implemented during the first full pay period of the following January.

- D. The shift bidding will involve four (4) distinct bidding pools: one for Desk Officers; one for Desk Sergeants; one for Correction Officers; and one for Correction Sergeants.

Section 4.

Saturday/Sunday days off will be in effect for one (1) Correction Officer and one (1) Desk Officer position for each shift.

Section 5.

Employees shall be allowed to make mutual exchanges of shifts within their job descriptions and assignments. Advance notice of the mutual exchanges shall be made to the supervisor. The mutual

exchange will not be allowed if it results in the requirement to pay the exchanging employees overtime or if at the time the request is made the mutual exchange will result in overtime.

Section 6. The parties agree to negotiate and implement a pilot program whereby the shift of supervisors will be modified to start and end one hour prior to the commencement of the shift for other employees. The pilot will be reviewed six months after implementation. Either party may rescind the pilot on sixty days advance notice.

ARTICLE VI

OVERTIME, COMPENSATORY PAYMENT & OTHER BENEFITS

Section 1. All unit employees of the Sheriff's Department shall receive pay at the rate of time and one-half (1-1/2) the scheduled hourly rate for all hours worked beyond forty (40) hours in a seven (7) day work period or compensatory time off as per Section 6. To determine the hourly rate of such employees, their present salary shall be divided by 2080, 2088 or 2096 hours, or 1950, 1957.5 or 1965 hours as in the case of Clerical and Commissary employees as determined by the County Treasurer's Department.

Section 2. In all other sections of the Department, compensation for hours worked in excess of 37.5 hours per week shall be received. This compensation shall be in the form of:

Equal time off or being paid straight time at the employee's current hourly rate for hours worked between 37.5 hours and 40 hours.

The Department Head shall decide the form of compensation to be granted, and such compensation will be given within 60 days of the date on which the excess hours are worked.

To determine the hourly rate for salaried employees the current salary that employee is receiving shall be divided by 1950, 1957.5 or 1965 hours as determined by the County Treasurer's Department.

Section 3. A minimum of three hours call-in pay at the straight time rate shall be given to employees who are required to appear for any departmental business, including court, parole hearings, probation hearings, motor vehicle hearings, any departmental ordered meetings, or call-in for any reason. If the appearance exceeds two (2) hours, such employee shall be compensated at the overtime rate.

Section 4. When computing overtime, any leave time taken and deducted from an employee's accumulated credit shall be considered as a day worked.

Section 5. The Employer agrees to provide for meal allowances not to exceed the amount of \$7.00 for breakfast, \$11.00 for lunch and \$15.00 for dinner provided proper receipts are submitted to employees who are on transport assignment to points outside the County where, because of the distance, returning to the reporting center for the meal period is impossible. For those employees who are going to training, the U.S. General Services Administration (GSA) rate for determining meal allowance shall be followed.

Section 6. All personnel covered under Section 1 of this Article shall be allowed to take compensatory time off at the rate of one and one-half (1-1/2) times the hours worked beyond the forty

(40) hours referred to in Section 1 if they so desire or be paid at the rate of time and on-half (1-1/2) in accordance with Section 1 of this Article. Time off shall be taken with the approval of the Department Head.

Section 6.1. Those employed by the Sheriff's Office on November 17, 2020 may bank up to a maximum of 360 hours of compensatory time. New employees hired after November 17, 2020 may bank up to 240 hours of compensatory time and the County is entitled to payout those new employees for any amount over 120 hours annually. The County has the right to buy back from existing employees any amount over 360 hours that may exist on November 27, 2020. This is a onetime only buy back for existing employees.

The County will permit use of compensatory time upon request of the employee. Requests will be made a least seventy-two (72) hours in advance of the date that the employee seeks to take off, whenever possible. Requests will be processed and returned to the employee within forty-eight (48) hours after the request is submitted. The request will be granted so long as it does not adversely affect the County's ability to comply with minimum manning requirements that are set by the Saratoga County Sheriff's Office to meet the operational needs of the Saratoga County Correctional Facility and New York State Commission of Correction. The County will not deny a request simply because it wished to be staffed over the minimum amount of personnel required per shift. The County will grant requests for compensatory time after confirming the minimum manning requirements in place at the time of the request are satisfied. Once the request is approved, it may not be withdrawn except in cases of County emergency, which developed after the approval. The County will inform the Union when its minimum staffing numbers have changed as a result of an analysis conducted by the New York State Commission of Correction. If a request to use compensatory time is denied, the County will inform the employee of the basis for that denial.

Requests for compensatory time off will be processed on a first-come, first-served bases, with multiple requests submitted at the time reviewed by seniority as defined in the CBA.

For corrections, the mandatory overtime list shall not be used to accommodate any employee's request for compensatory time off.

Compensatory time off shall be taken in whole or half-day units of time.

Section 7. Any time a senior officer is put in the position of Acting Sergeant for more than four (4) hours, he/she will be paid a Twenty (\$20) Dollar differential for the shift.

- Section 8.
- A. Employees who volunteer for overtime assignments of four (4) hours or more will rotate on the mandatory overtime list.
 - B. Part-time Correction Officers will be subject to mandatory overtime, but also those who volunteer for four (4) hours or more will rotate on mandatory list as described in part (A).
 - C. Voluntary overtime will be offered by rank. If no one volunteers, the overtime will be offered to other ranks. If no one volunteers and the overtime is mandated, it will be done in inverse order of seniority in accordance with existing "stick" procedures.

ARTICLE VII

RETIREMENT AND HEALTH INSURANCE

Section 1.

- A. The Employer shall continue to provide employees hired on or after July 1, 1976 the Contributory Retirement Plan under the New York State Employees Retirement System in the tier that is in effect at the time the employee is hired.
- B. The Employer agrees to provide the Improved Non-Contributory State Career Retirement Plan 75(I), known as the Non-Contributory "25 Year Career" Plan for all other employees. The Employer further agrees to continue to provide the option of applying unused sick leave as additional service credit upon retirement and to continue to provide the employee with the prerogative of purchasing service credit for World War II military service when available.

Section 2. Effective December 31, 2001, the County adopted and implemented the 25-year Contributory Retirement Plan pursuant to Section 89-p of the New York State Retirement and Social Security Law for all eligible employees.

Section 3. Health Insurance

All full-time, permanent employees shall be eligible for membership in Saratoga County Health Insurance Plan or such other Health Plan as may be selected by the County pursuant to the terms of this Agreement.

The employer shall make a Flexible Spending (IRS Section 125) Plan available to all employees.

A. Employee Contributions

Employees hired on or after June 1, 2013 shall contribute 20% towards the cost of their health insurance and dental premiums.

Employees hired between January 1, 1998 and May 31, 2013 shall contribute 15% of the cost of their health insurance and dental premiums.

Employees who were hired prior to January 1, 1998 shall contribute 5% towards the cost of their health insurance and dental premiums.

B. The Health Insurance Plan shall include the following:

Co-pay for office visits - \$20.00.

Emergency Room (Hospital Visit) -- Co-pay \$150.00

A prescription drug plan with co-pays as follows:

\$5 - Tier 1

\$20 - Tier 2
\$40 - Tier 3

All mail order prescriptions shall require only two co-pays when ordering a ninety (90) day supply.

Hospice care coverage

C. Eligibility for Health Insurance Upon Retirement

Employees hired before May 31, 2013 must have at least 10 years of continuous full-time service as a County employee and have filed for retirement from a retirement system administered by the State of New York or one of its civil divisions for the employee to be eligible for health insurance benefits in retirement in accordance with the level of payment and coverage the employee had at the time of his or her retirement.

Employees hired on or after June 1, 2013 must have at least twenty (20) years of continuous full-time service as a County employee and have filed for retirement from a retirement system administered by the State of New York or one of its civil divisions for the employee to be eligible for health insurance benefits in retirement in accordance with the level of payment and coverage the employee had at the time of his or her retirement (fifteen (15) years of service with ordinary disability retirement).

Whenever a new or existing employee retires, he/she shall continue to contribute towards his/her health insurance premium at the same percentage rate (5%, 15% or 20%) as he/she did during his/her employment.

D. Change of health insurance carrier

In the event of a change of the health insurance carrier, such change shall be made by the Employer only after not less than sixty (60) days written notice to and consultation with the Union. The terms "carrier" or "private carrier" shall include the County of Saratoga under any self-insurance plan. The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change. Any private carrier must be approved and licensed by the Insurance Department of the State of New York.

E. In Lieu Of

Each employee (except employees whose spouses are also eligible for the plan) eligible for the Saratoga County Health Insurance plan may elect to waive participation in the plan and provide for their own health insurance. Proof of coverage must be provided to the County in order to participate in the "in lieu of" benefit. The County will place \$150.00 in a Trust Account for each month that the employee is eligible. The employee will receive the funds so

accumulated by December 15 of each year or upon termination from the County.

Section 4. Short Term Disability Insurance

The Employer shall provide New York State Temporary Disability Insurance for all employees covered under this Agreement. The employees shall pay no more than the maximum legal weekly contribution for such coverage. The Employer reserves the right to change carriers provided the benefits meet the statutory requirement.

ARTICLE VIII

HOLIDAYS

Section 1.

- A. **All but civil employees will observe all twelve (12) holidays on the day on which they fall.** The holidays are as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day (All but Civil Employees)
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day (Civil Employees Only)
Independence Day	Christmas Day
Labor Day	

- B. Correction Officer Part-time who work a holiday shall receive holiday premium pay for the following holidays:

Thanksgiving Day	New Year's Day
Christmas Day	Independence Day

Section 2. For civil and commissary employees, when a holiday falls on a Saturday, the day observed shall be observed on the preceding Friday, and when a holiday falls on a Sunday, the day shall be observed on the following Monday. For all other employees, the County holiday schedule will be followed except for New Year's Day, Independence Day and Christmas Day, which will be observed on the actual holiday.

Section 3. If a holiday(s) falls within a vacation period of an employee, the vacation period of such employee shall be extended by the holiday(s) that falls within the employee's vacation period or at the option of the employee, banked in the employee's holiday bank.

Section 4. An employee scheduled to work on the day before a holiday, a holiday or the day after a holiday shall report to work on such days or forfeit any holiday pay he or she may be due. However, this provision shall be waived when such employee is on sick leave, duly authorized personal leave, bereavement leave or other type of duty authorized paid leave on the day immediately before or immediately after a holiday. In such a situation, the employee shall be deemed to have worked on

such days and shall receive the holiday pay, as well as any other pay due, if the employee actually works on the holiday. In the situation where an employee is scheduled to work the day before or after a holiday and does not work and is not on sick leave, duly authorized personal leave, bereavement leave or other type of duly authorized paid leave, even if the employee works the holiday, the employee will not receive or be entitled to any premium holiday pay; rather, in such a situation, the employee will simply be entitled to straight pay for the hours he or she works on the holiday. In the situation where an employee satisfies this provision by working the day before or after a holiday or is on approved leave the day before or after a holiday, but does not actually work the holiday as the employee is instead on either sick leave, duly authorized personal leave, bereavement leave or any type of duly authorized paid leave on the holiday, the employee will be paid his normal pay for the holiday and will be entitled to an additional day to be used on a paid basis. In other words, in such situations when the employee is on approved leave on the holiday, he or she will not receive premium pay for the holiday as the employee did not actually work on such day, but will rather receive straight pay for such time and be entitled to an additional floating holiday to be used with the supervisor's approval.

Section 5. Employees shall be entitled to bank floating/compensatory days off for a period of six (6) months. If the Department Head is unable to grant the day(s) off requested by the employee, accordingly, employees will receive pay for the holiday(s) at the end of the 13th pay period following the holidays.

Section 6. If a holiday falls on a normal work day of an employee or if the employee otherwise works on a holiday, the employee shall receive compensation for all hours worked at the rate of double time and one-half their regularly hourly rate provided that an employee actually works on the holiday listed in Section 1 above and satisfies the requirements of Section 4. In the event the employee selects Section 7 below the employee shall receive time and one-half the regularly hourly rate.

Section 7. At the employee's option, holiday pay for the holiday worked may be banked in the employee's holiday bank or received in pay.

ARTICLE IX

VACATION

Section 1.

A. Employees will be credited with one week vacation upon their date of hire. Upon successful completion of their probationary period, employees will be credited with a second week of vacation. In years thereafter employees will be credited with their full vacation allotment on January 1 of each year.

B. After completion of one year of service and until the completion of six (6) years of service, an employee shall be entitled to two weeks paid vacation.

C. After the completion of six (6) years of service and until the completion of twelve (12) years of service, an employee shall be entitled to four (4) weeks of paid vacation

D. Upon completion of twelve (12) years of service, an employee shall be entitled to five (5) weeks of paid vacation

E. Each Employee's anniversary date, for vacation and personal day purposes, is January 1st. Accrued vacation shall be taken within the twelve (12) month period following January 1st. In each year after the first year employees will be credited with their full vacation allotment on January 1 of each year.

F. Those officers reaching milestone years in which they receive additional vacation weeks shall be credited with said weeks on January 1 and will be allowed to use the additional vacation time anytime between January 1 and December 31 of the year in which it was earned.

G. Employees will be permitted to cash out up to one (1) week vacation per year (January 1 – December 31). Vacation cash out can be done at any time throughout the year in accordance with county policy.

H. For all employees vacation can be taken in single day increments.

I. Consistent with existing vacation leave policies, vacations taken in whole week increments may begin on any day selected by the employee.

Section 2. Upon termination of service with the Employer, the employee shall receive cash payment for all vacation days due the employee at the time of termination.

Section 3. With good reason shown and with the written approval of the Department Head and the Personnel Officer, all or any part of any employee's vacation may be carried over to the succeeding year providing that application is made to the Department Head not less than 90 days prior to the termination of the period of employment during which said vacation period would normally be taken.

Section 4. If an employee becomes ill while on vacation, such employee shall be allowed to use sick leave for illness and have said vacation time adjusted; provided such employee notifies the immediate supervisor of the change and submits a physician's statement to such supervisor upon return to work.

Section 5. Should death occur in the immediate family of an employee on vacation, such employee shall be allowed to use bereavement leave as stated in this Agreement and have vacation credited with the number of days used.

Section 6. Unless otherwise modified by the above, the vacation selection policy of the County shall continue in full force.

Section 7. Seniority within the department shall be the basis by which employees select vacation. Seniority shall be defined as the length of an employee's uninterrupted service in a job title in a full-time position.

Section 8. After fifteen years of service, on January 1st of each year, the employee shall receive five (5) additional vacation days in exchange for the reduction of annual sick leave accrual by a total of three (3) days from twelve (12) days to nine (9) days per year.

Section 9. A minimum of one (1) Correction Sergeant and two (2) Correction Officers or three (3) Correction Officers may be on vacation on any one shift. A Minimum of one (1) Desk Sergeant and one (1) Desk Officer or two (2) Desk Officers may be on vacation on any one shift.

ARTICLE X

LEAVE POLICIES

Section 1. Sick Leave With Pay

An employee shall be granted sick leave with pay of one working day a month or twelve (12) working days per year. Upon completion of fifteen years of service, an employee shall be granted sick leave with pay of one working day a month for January through September only, or nine (9) working days per year. All employees shall receive a statement showing a total of all sick days accrued on a quarterly basis.

A. An employee may accumulate sick leave to a maximum of 360 days.

It is the intent of the parties that the Sheriff shall have the right to take whatever reasonable action may be necessary to prevent abuse of sick leave by employees during that period of time immediately preceding retirement.

B. (1) Any employee covered under this Agreement shall be allowed to take sick leave with pay up to the maximum amount accumulated by the employee because of personal sickness or disability or because of sickness or disability of a member of each employee's immediate family, up to a maximum of one-third (1/3) of the sick leave entitlement in any one year. Immediate family shall be defined as spouse, mother, father or children. In addition, the employee shall be allowed to take such sick leave for other members of the family meeting the Internal Revenue Service dependency definition and who are living in the same household. Civil Employees shall be allowed to use their sick time in one (1) hour increments.

(2) An employee who is absent because of illness or disability for more than five (5) consecutive days, or who creates a pattern of abuse, may be required by the Sheriff to be examined by a County selected physician at County expense. If the appointment with the physician is outside of the employee's normal business hours, the employee will be paid his/her regular rate of pay for attending such exam. If the appointment with the physician is located outside of Saratoga County, the employee will be paid mileage for his/her travel to/from the appointment. An employee who is absent because of illness or disability for more than two (2) consecutive days may be required by the Sheriff to provide a physician's statement of sickness or disability.

(3) Where an employee, because of sickness or disability, is required to remain away from employment beyond the employee's sick leave accumulation, the employee may request in writing from the Department Head extended sick leave with pay for a period not to exceed sixty (60) days in any one calendar year. The Department Head shall consider such request giving due consideration to the employee's service with the Employer and promptly transmit the request to the Personnel Officer with their recommendation. The Personnel Officer shall act on such request promptly and shall send their decision to the Department Head and affected employee. The Personnel Officer shall not unreasonably deny the employee's request.

(4) Allowable and allowed sick leave time as well as other paid leave under this Agreement shall be considered for all purposes as continuous service.

(5) Any employee isolated or quarantined because of exposure to a communicable disease while performing their duties shall receive full pay for the period of isolation or quarantine without loss of sick leave or other type of leave. In order to receive such full pay without loss of sick leave or other type of leave, the employee shall be quarantined or isolated by a public health officer.

Any employee isolated or quarantined because of exposure to a communicable disease while not in the performance of their duties shall be allowed to use their accumulated sick leave as per this Article.

(6) An employee who becomes pregnant shall be allowed to work for as long as she is physically able. The affected employee shall notify her Department Head by the fifth month of such pregnancy and present a doctor's statement of fitness by the seventh month. Prior to beginning of her leave, the employee shall provide her Department Head with a statement notifying the length of the leave and the date of her expected return. The employee shall be allowed to take a leave of absence for a period not to exceed one year.

(7) An employee who is injured because of his employment who is covered by General Municipal Law section 207-c and is unable to perform his work will receive salary and benefits as determined by Article XXIII. All other employees may use his/her accumulated sick or vacation time, thereby receiving full pay; or, may elect to be paid the Workers' Compensation rate directly by the Workers' Compensation Plan. His/her pay from the Workers' Compensation Plan will be based on the degree of disability up to a maximum of two-thirds (2/3) of the employee's regular pay during the prior year for total disability. The total rate cannot exceed the current maximum Workers' Compensation rate.

If an employee has no accumulated sick or vacation days, he will be paid directly by the Self-Insurance Pool at the compensation rate.

In the event the employee uses his/her accumulated sick time, the Workers' Compensation Plan will reimburse his/her employer at the proper compensation rate up to two-thirds (2/3) of salary, and the employer in turn will reinstate the equivalent sick or vacation days up to a maximum of two-thirds (2/3) of the sick or vacation days used by the employee.

Lump-sum payments made for schedule loss injuries shall be retained by the employee after deducting the advance salary paid the claimant during his/her recovery period by his/her employer and/or any advance payments previously made directly to him/her for any period during his/her recovery period by his/her employer and/or any advance payments previously made directly to him/her for any period during which his/her right to benefits under the Workers' Compensation Law were not determined. This reimbursement will be made according to an order by the Workers' Compensation Law Judge. Nothing herein shall effect the member's benefits as provided under §207-c of the General Municipal Law.

C. Upon retirement each employee shall have the additional option to apply the dollar value of his/her accumulated sick leave to an account for the purpose of paying his/her employee portion of the premium cost of the County health insurance plan following retirement consistent with the then current health insurance articles of the contract according to the following schedule:

Any sick time through 100 days – 50%

If between 100 days and 200 days – 75% for all days through 200 days

If over 200 days to the max of 360 days – 100% for all days through 360 days

(2) In the event that a retiree who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, continue to be covered by the County health insurance plan until the exhaustion of such account.

(3) In the event an employee dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death may be credited to an account for the payment of the full premium cost of the County health insurance plan for the deceased's surviving dependents using the same schedule as provided in paragraph c (1) above. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving spouse the right to continued coverage free of charge.

(4) All payments and sick leave accruals shall be based on salary schedules in existence at the time of death or retirement.

Section 2. Personal Leave

After one year of service and on prior approval of the Department Head, all employees shall be granted personal leave with pay not to exceed three (3) work days in one year, which leave may be taken in one-half units or full day units as needed. Such personal leave days, when used, shall not be deducted from the employee's sick leave accumulation credits and if not used, shall be added to employee's sick leave accumulation.

Section 3. Funeral Leave

A. Employees shall be allowed to be absent without loss of pay, by reason of each death in the immediate family for five (5) calendar days dating from the death of the relative. For purposes of this Section, the term "immediate family" shall mean parent, spouse, brother, sister, son, daughter, stepson or stepdaughter.

B. Employees shall be allowed to be absent without loss of pay, by reason of each death of a close relative for three (3) calendar days dating from the death of the relative. For purposes of this Section, "close relative" shall be defined as grandparent, grandchild, mother-in-law, father-in-law or step-parents of employee.

C. Should the funeral arrangements be incomplete or delayed and with the approval of the Sheriff or his designee, bereavement leave starting date may be adjusted from the date of the relative's death.

Section 4. Leave of Absence

A leave of absence without pay not to exceed the maximum period permitted by law may be granted for full-time employees, upon recommendation by the Department Head to the Personnel Officer for approval.

Notice of such leave of absence may be filed with such Department Head. Leave of absence may be granted for the following reasons only: professional training or improvement, extended illnesses and military service.

An employee who is granted a leave of absence by the Department Head and the Personnel Officer shall, at the termination of the leave of absence, upon application therefore, be reinstated with seniority and all accrued benefits to the position the employee held at the commencement of the leave of absence. In addition, such employee shall be placed on the same step of the salary schedule which they had attained at the time the leave began.

A. Military Leave of Absence

(1) Any employee who is required by any branch of the Armed Forces of the United States of which he/she is a reserve member, the National Guard, or the State Militia, to render military service, including daily drills, shall be granted a military leave of absence at full pay for such period pursuant to Sections 242 and 243 of the Military Laws of the State of New York.

(2) In addition, due to the strong support by Saratoga County of the dedication and sacrifice of all members of the Reserve and National Guard Forces of this State or Nation, the County will, in the event of the involuntary activation of a County employee to service in the Reserve or National Guard Forces of this State and Nation, the County of Saratoga will:

(a) continue any existing health insurance benefit coverage for such employees for a period of such involuntary activation not to exceed the first 180 days of such service; and

(b) pay, upon application, such employee the difference, if any, between the employee's normal County salary and the military pay for a period of such involuntary activation not to exceed the first 180 days of such service.

Section 5. If an employee leaves a department for any reason, and is rehired by the same or another department of the Employer within 90 days, all accrued sick leave, etc., shall be reinstated and the employee shall begin accruing benefits when rehired. Reinstatement shall be governed by the recommendation of the Department Head to the Personnel Officer and with said Personnel Officer's approval.

Section 6. Jury Duty

Any employee will be paid the difference between his jury duty pay and his or her regular pay. Employees are to return to regular duties provided he or she has four or more hours left of his or her regular day.

Section 7. Breast Cancer Screening/Prostate Screening

In accordance with New York State Civil Service Law, employees shall be granted leave without loss of pay or leave credits for the purpose of receiving breast cancer/prostate screening. Such leave shall not exceed four (4) hours per year. Employees shall be required to provide a minimum of five (5) business days' notice of such leave. No more than one employee per shift shall be released for this purpose. Employees may be required to provide documentation of their attendance at such screening.

Section 8. Employees shall be entitled to use appropriate leave credits for the purpose of taking a Civil Service Test. Employees must give a minimum of ten (10) business days for such leave, and may be required to provide documentation of attendance to such testing.

ARTICLE XI

WORKING CONDITIONS

Section 1. The Sheriff possess the right to rescind all secondary employment, including law enforcement, without prejudice to the County and Sheriff, should a state of emergency be declared by the federal government, State of New York or County of Saratoga. The Employer shall have the right to approve or deny bargaining unit members' requests for an exception to work in any secondary employment while the state of emergency is in effect. It is within the Employer's discretion to approve or deny such requests so that the mission of the Sheriff's office can be completed without objections and grievances from Union members regarding secondary employment.

Any ban on secondary employment ceases when the state of emergency no longer affects Saratoga County Sheriff's Office. However, at all times, prior approval must be obtained from the Sheriff for part-time security work. County issued uniforms/equipment shall not be used/worn while an officer is in the employ of any person, organization or agency other than the Saratoga County Sheriff.

The parties further agree that should the Union and the Employer disagree on a particular denial of a Union member's request for secondary employment, or application of modified Article XI, Section 1, a labor management meeting will occur upon the request of either party to discuss the matter. Any issues regarding approval or denial of a request to work in any secondary employment, or application of the temporarily modified Article XI, Section 1, maybe discussed but they shall not proceed to be the subject of a grievance or arbitration.

Where the employment in the Saratoga County Sheriff's Office is carried on by shifts, no person who had been employed on a particular shift shall be changed to a different shift, except temporarily during the emergency, without the consent of the employee except where in the discretion of the Sheriff during an emergency, such change is necessary on a long term basis for the efficient operation of the Saratoga County Sheriff's Office, in which case the employee shall be notified within a reasonable time in advance of such change where possible. When the emergency does not or no longer exists, the employee's whose shift is subject to change shall be notified at least two (2) weeks in advance of such change.

An emergency means where there is a state of emergency be declared by the federal government, State of New York or County of Saratoga or for unforeseen reasons, the staffing needs of the Sheriff's Office exceed the scheduled resources available and there is insufficient time to supply advance notice.

In all cases of changes in shift assignments, temporary or permanent, reasonable notice where possible shall be afforded to the employee to allow necessary changes of that employee to accommodate change.

Section 2. The Employer shall allow representatives of the Union a total of 50 days per year for the purpose of conducting Union business and increasing to 55 days per year upon reaching a staffing level of five persons below the total amount of positions allotted for Correction Officers, Sergeants and Lieutenants. However, it must be limited to 25 days for any one employee. They shall be compensated at their regular rate of pay for this time off. It is the responsibility of the employee to complete the necessary leave form furnished by the Employer which will give a 72-hour notice to the Immediate Supervisor. Two copies of the form will be forwarded by the supervisor to the appropriate Department Head, thereby properly notifying the Department Head. The Department Head will forward one copy to the Personnel Officer.

Section 3. All Sheriff Department employees shall be placed on a twenty-six (26) payroll period, whereby an employee shall be paid every two weeks.

Section 4. The Employer shall reimburse mileage at the maximum allowable IRS rate per mile when directed by the Sheriff to utilize private auto for County business. (Excludes normal commuting.)

Section 5. In the event of a reduction in personnel in a Department, the Employer shall endeavor to offer these employees other suitable County employment.

Section 6. The employer shall furnish all employees of the County check stubs showing all deductions from their pay.

Section 7. Coffee breaks and/or rest periods shall be allowed to continue but said coffee breaks and/or rest periods shall not exceed two (2) per day and no such period shall exceed ten (10) minutes duration. The Department Head shall schedule coffee breaks and/or rest periods for all employees.

Section 8. Free health examinations will be given to any employee, when required by the Employer, to include lab, x-ray and physician's fee. The physician will be selected by the Employer.

Section 9. Upon recommendation of the Sheriff an employee may be reimbursed to a maximum of \$350 per semester up to a maximum of \$700 in any calendar year for College tuition costs, provided the courses involved are job related or part of the recognized degree program. No employee shall receive such reimbursement unless the employee receives a grade of C or better in said course. All such courses must be taken during other than normal duty hours and nothing in this Section is intended to imply that employees will be given time off to attend college courses.

Section 10. The Employer shall have the right to make any job or shift assignment or transfer necessary to maintain the services of the Sheriff's Department.

Section 11. In the interest of Officer Safety in the tower area of the jail, pepper gas shall be stored in secured areas, to be used by Sergeants, and those acting in that capacity, when needed in their defense.

Section 12.

A. At the completion of a shift, if an employee is required to attend training without an eight (8) hour rest period, such employee shall be compensated at an overtime rate pursuant to the Fair Labor Standards Act for that training.

B. Additionally, when an employee attends a training session and is then required to commence his/her shift without an eight (8) hour rest period, such employee shall be compensated at an overtime rate pursuant to the Fair Labor Standards Act for that shift.

ARTICLE XII
SEPARABILITY

Section 1.

- A. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any Article of part thereof should be restrained by a court of law, the remaining Articles of the Agreement, or any addition thereto, shall not be affected.
- B. If a determination or decision is made as per (A) of this Article, the original parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XIII
UNION RIGHTS

Section 1. The Employer recognizes the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Legislative Body upon request of the employee.

Section 2. The parties shall so administer their obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee in violation of any of the anti-discrimination statutes.

Section 3. The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. The Officers and agents of the Union all have the right to visit the Employer's facilities for the purposes of adjusting grievances and administering the terms and conditions of this Agreement. Prior to or at the time of entering the facilities of the Employer, the Officers and/or agents of the Union shall notify the Department Head or designee, if available, of the intent to visit.

Section 4. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the uninterrupted operation of Government. Such free time, however, shall be charged against the time allowed by Article XI, Section 1 hereof.

Section 5. The Union agrees to do its utmost to see that its members perform their respective duties loyally, efficiently and continuously under the terms of this Agreement. The Union and its members will use their best endeavors to protect the interests of the Employer, to conserve the property, protect the public and to give service of the highest quality.

Section 6. The Employer shall furnish a copy of this Agreement to each unit employee as well as newly hired employees as they are placed on the payroll.

ARTICLE XIV

PAST PRACTICE CLAUSE

All terms and conditions of employment previously granted to the employees by the Employer, unless specifically excluded by or in conflict with this Agreement, shall be continued except where it is determined by the Department Head that the work load or the efficiency of the operation is impaired thereby. The "Employer" is defined as the Board of Supervisors and the Sheriff of Saratoga County.

ARTICLE XV

UNIFORMS

Section 1.

A. Effective upon the execution of this agreement the Employer shall provide the following items to each new full-time employee of the Sheriff's Office covered by this agreement except as otherwise stated:

1. Two (2) long sleeve shirts, division specific, with authorized insignia
2. Five (5) short sleeve shirts, division specific, with authorized insignia
3. Five (5) pair of uniform pants, division specific
4. One (1) pair of uniform shoes, division specific
5. When staff member is promoted, insignia will be issued for the rank achieved.
6. Designated Multi-Purpose jacket
7. One (1) Belt, division specific.

B. Metal collar brass, a metal badge, a metal nameplate, a Stetson hat, and a rain coat may be purchased using the uniform allowance for use on the employees' Class A uniform for official functions outside the facility. Other authorized items may also be purchased. Correction Officers may also purchase hash marks to be worn on the uniform sleeve indicating each three (3) year period of service to the Sheriff's Office.

Section 2.

A. After the initial issuance of uniforms, full time employees shall receive the following annual uniform allowance:

Correction Officer	\$525
Communications	\$475
Civil/Records	\$475
Cooks	\$275
Jail Nurse	\$275

B. The uniform allowance shall be paid in January of each year.

C. During the first year of service, an employee shall receive the uniform allowance pro-rated on the hiring date of the employee as follows:

January 1 to March 31	Full allowance
April 1 to June 30	3/4 of the above allowance
July 1 to September 30	1/2 of the above allowance
October 1 to December 31	1/4 of the above allowance

An annual uniform cleaning allowance shall be made to each full time employee. Cooks will receive a \$175 allowance, while other staff members covered by this agreement will receive the following cleaning allowance. Each eligible employee shall receive a check in the first pay period of January of each year.

Correction Officer	\$350
Communications	\$350
Civil/Records	\$350
Jail Nurse	\$175

D. Existing employees may use the annual uniform allowance to purchase the new issue multi-purpose jacket.

ARTICLE XVI

GRIEVANCES

The grievance procedure for the employees in the bargaining unit shall be attached as Appendix B. A standard grievance form shall be used as worked out by the parties to this Agreement.

ARTICLE XVII

DISCIPLINE AND DISCHARGE

Section 1. An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary and discharge matters in lieu and in place of procedures specified in Sections 75, 76, and 77 of the Civil Service Law.

Section 2. All employees within the non-competitive and labor class of the County shall receive, after two (2) years of full-time consecutive service, access to this provision.

Section 3. Disciplinary action shall include, but is not limited to written reprimands, suspension, demotion, discharge, fines or any combination thereof or other such penalties as may be imposed by the Employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the County Personnel Officer and to the Union President or other official designee. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice. In discipline cases, a copy of statement given by bargaining unit employee will be provided to that bargaining unit member. In the event that an employee is to receive a penalty of suspension without pay or a penalty of termination, a pre-suspension or termination hearing will be held to comply with existing case law, which hearing will involve the County, the affected employee, and representative

from the Union if the employee so elects. The purpose of this hearing is solely to comply with case law regarding the need for such a hearing prior to a suspension or termination of a tenured public employee. An employee must be served with a notice of discipline either personally or, if the employee is on a leave of absence or is unavailable due to an unauthorized leave of absence, then by certified mail, return receipt requested to the employee's last known address. A penalty may not be imposed for at least one working day after service is complete.

Section 4. If the employee disagrees with the disciplinary action imposed, the employee may submit a request for independent arbitration to make a binding determination. If the Union does not support the employee's desire to contest the discipline and penalty at arbitration, the employee shall be responsible for his/her pro rata share of the cost of the fees and expenses of the arbitrator. Failure to submit a written opposition within eight (8) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the matter will be settled in its entirety. Both parties agree to use the services of the New York State Public Employment Relations Board panel in the selection of the arbitrator.

Subject to a mutual written agreement between the employee and the County Personnel Officer, the time limit herein above specified may be extended. The fees and expenses of the arbitrator shall be divided equally between the County and the Union or the employee, as specified above.

Section 5. If an employee declines Union Representation, it must be in writing with a copy to the Union President.

An employee shall have the right to be represented in disciplinary matters by an Union representative if the employee elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

Section 6. No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered; provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE XVIII

HEALTH STANDARDS

In recognition that physical fitness is particularly important in the everyday performance of Correction Officers and to reduce health insurance costs and risks, it is mutually agreed by and between the County and the Union that an acceptable level of physical fitness shall be maintained by each Correction Officer as long as he/she is engaged in active employment. To maintain an acceptable level of physical fitness, a three component health standards program shall be initiated as defined below. The program shall consist of two sections: (1) weight control and (2) physical fitness requirements.

This Article shall be mandatory only for Correction Officers of the Saratoga County Sheriff's Department that are hired on or after April 1, 1993. For all other employees of the Sheriff's Department, this Article shall be voluntary.

Section 1. Weight Control.

- A. The Official Weight Chart for Correction Officers hired after January 1, 1993 is set forth in Appendix D.
- B. Appendix D specifies the acceptable weight range, by height.
- C. The maximum acceptable weight shall represent the maximum permissible weight for Correction Officers.
- D. Correction Officers shall be weighed approximately every ninety (90) days. Scheduling for weigh-ins shall occur during normal work hours, as far as practical, and Correction Officers shall receive paid leave at straight time for time spent in attendance at the weigh-ins.
- E. The weight scale to be utilized for measuring weights in accordance with this section shall be determined by the County. The Sheriff or his designee shall conduct the weighings.
- F. Correction Officers that are to be weighed shall be allowed to wear customary underwear, trousers, and shirt. The column designated "Maximum Acceptable Weight" in Appendix D reflects standards developed by the American Medical Union and includes an additional four pounds to compensate for the clothing specified here.
- G. Height is to be measured without shoes or headgear.
- H. The Sheriff shall take disciplinary measures as a result of the weigh-in to be performed on or about January 1 of each year, but not as a result of other scheduled weigh-ins.
- I. Correction Officers shall be required to weigh less than the maximum permissible weight, in accordance with their height, at the time of each weigh-in conducted on or about January 1 of each year. Failure to do so shall be cause for disciplinary action by the Sheriff. Before disciplinary action may be taken, an employee will have an opportunity to lose the amount of weight that is over his/her maximum. Under this provision, an employee who is overweight at the January 1 weigh-in, must lose his/her excess weight by June 1 of that year in order to avoid disciplinary measures. However, if at that time, an employee still weighs in excess of his/her maximum allowable weight, then disciplinary action may be taken consisting of either a written reprimand or a suspension without pay not to exceed five (5) work days. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article XVI of this Agreement.

Section 2. Physical Fitness Requirements:

- A. The Official Physical Fitness Program for Correction Officers hired on or after January 1, 1993 is set forth in Appendix C, attached hereto and made a part thereof.
- B. The County may establish incentive benefits to encourage Correction Officers to attain or exceed these standards. However, a Correction Officer who fails any portion of the physical fitness test, will be rescheduled to take that portion of the test within the next ninety (90) days. If the second

test is failed, disciplinary action may be taken by the Sheriff. Said disciplinary action may consist of either a written reprimand or a suspension without pay not to exceed (5) workdays. Imposition of discipline in accordance with this Section shall be subject to the Grievance Procedure specified in Article XVI of this Agreement.

C. If a Correction Officer provides a doctor's excuse for the test (for reasons other than injury on duty), another test will be rescheduled within ninety (90) days. If a second excuse is submitted, the County reserves the right to have a County appointed doctor determine whether a fitness test should be required. If a Correction Officer is ill on the day of the test, a doctor's excuse must be submitted, and the test will be rescheduled within ninety (90) days.

D. Scheduling for physical fitness tests shall occur during normal work hours, as far as practical, and Correction Officers shall receive paid leave at straight time for time spent performing the fitness test.

Section 3. Incentives. As an incentive for the Correction Officers that are required to maintain the standards that are set forth herein, the County agrees that when funding becomes available, they will install a physical fitness facility at the Sheriff's Department that only members of this program will be allowed to use. Additionally, the County will allow access to this facility for any Sheriff's Department employee who voluntarily takes part in this program. All other County employees will not be allowed access to this facility.

ARTICLE XIX

SENIORITY AND LAYOFF

Section 1. Seniority

Seniority shall be defined as the length of an employee's uninterrupted service in a job title in a full-time position when bidding for assignments and days off.

Section 2. The Employer agrees to furnish the Union with an up-to-date seniority listing showing the continuous service of each employee on April 1st and October 1st of each year. The seniority list will show the names of such employees, their job classification and their date of hire.

Section 3.

A. Layoff in the Competitive Class:

If it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law.

B. Layoff in the Non-Competitive or Labor Class:

If it is determined that layoffs are necessary, employees in a non-competitive or labor class job title within a department will be laid off in the following order:

- (a) Temporary and probationary employees shall be laid off first.
- (b) Thereafter, permanent employees within a department having seniority shall be laid off in the inverse order of seniority, that is – last in, first out.

Section 4. In the event of a reduction of personnel in the Sheriff's Department, the Employer shall endeavor to offer these employees other suitable County employment.

ARTICLE XX

APPOINTMENT/PROMOTION

When a vacancy in a position held by a member of the bargaining unit occurs, which, if filled, will be filled by an original appointment of a new member, or by promotion of a current member, the County shall determine whether to fill the vacancy.

If the County determines to fill such a vacancy, the County shall fill the vacancy in accordance with the Civil Service Law.

If the County determines not to fill such vacancy, the County shall notify the Union of such determination.

ARTICLE XXI

DEPARTMENT ASSIGNMENTS

When a vacancy in a position held by a member of the bargaining unit occurs which, if filled, would be filled by a new job assignment to a member, the County shall determine whether to fill the vacancy.

If the County determines to fill such a vacancy, the department shall post a notice of the vacancy on all bulletin boards maintained in their department, to allow the members the opportunity to apply for the vacancy. If the County determines to fill such vacancy, the County agrees to recognize the importance of seniority among other pertinent factors in filling the vacancy.

For the purposes of this Article, seniority shall be defined as the length of an employee's uninterrupted service in a job title in a full-time position.

If the County determines to fill such vacancy, the final determination of which member shall fill such vacancy shall be made by the Sheriff.

If the County determines not to fill such vacancy, the County shall notify the Union of such determination.

ARTICLE XXII

LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established which shall consist of two members appointed by the Union, two members appointed by the Sheriff and two members appointed by the Chairman of the Board of Supervisors. The committee shall be established for the purpose of discussion, at mutually acceptable times, matters of mutual concern or similar issues arising from time to time during the administration of this agreement. Such meetings shall take place on a quarterly basis. Where issues

are discussed by the Labor Management Committee and a final decision is issued, they shall not reappear at subsequent meetings.

ARTICLE XXIII

GENERAL MUNICIPAL LAW §207-c PROCEDURE

Section 1. Intent

In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for its benefit, and the County of Saratoga, the following procedure shall be utilized to make determinations in regard to benefits and/or light duty assignments authorized by Section 207-c.

The term "officer", as used herein, shall include all correction officers.

Section 2. Notice of Disability

(a) (i) An officer who alleges to be injured in the performance of duties shall file with the Sheriff, or the Sheriff's designee, within five (5) days of the incident causing such injury, a General Municipal Law 207-c application (hereinafter "Application") which Application is appended to this procedure. All injuries incurred in the performance of duties must be reported regardless of whether the officer lost time or received medical attention.

(ii) An officer who alleges to be taken sick as a result of the performance of duties shall file with the Sheriff, or the Sheriff's designee, within 20 days of discovery of such sickness, the Application.

(iii) In the event of a personal inability to file the Application such Application may be filed by another acting on behalf of such officer.

Upon receipt of such Application, the Sheriff or Sheriff's designee shall note the date of receipt of the Application and immediately return a copy to the employee.

(b) **RECURRENCE:** In the event of a recurrence, as detailed above, the officer must detail which injury or sickness gave rise to the recurrence and provide the date of the initial injury or illness. In addition, the officer must provide any verifying medical report detailing the recurrence. However, an officer claiming a recurrence will not need to provide additional verifying medical report(s) within the first four (4) consecutive months from the date of return to full duty.

In the event further medical verification is deemed necessary, the officer will submit to medical examination as directed by the Sheriff or his designee and as detailed in this procedure, including those detailed in Sections 4 and 5, below.

(c) Failure to follow the notice of requirements contained in this section will not serve to forfeit an officer's right to file a claim pursuant to General Municipal Law 207-c so long as the County is in no way prejudiced by the failure to give timely notice.

Section 3. Status pending determination of eligibility for benefits

- (a) In the event an officer asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined that he or she is eligible for the benefits of Section 207-c.
- (b) In the case of any employee who has no sick leave time accrued to his/her credit, the County will advance sick leave for the purposes of this Section 3, until such time as a determination pursuant to Section 4, below, is made. In the event that the employee is denied 207-c eligibility and either the employee does not appeal this denial or after appealing the denial, the denial of benefits is upheld, the employee will reimburse the County in time or money for the sick leave time advanced.
- (c) In the event that an employee is found to be eligible for Section 207C benefits, the employee will have all used sick leave credits restored.

Section 4. Benefit Determinations

An application for the benefits of Section 207-c of the General Municipal Law shall be processed in the following manner:

- (a) The Sheriff shall receive the application for the benefits and make a recommendation to the Clerk of the Board of Supervisors/Workers' Compensation Administrator (hereinafter "Workers' Compensation Administrator") as to whether the applicant is entitled to 207-c benefits pursuant to Section 207-c of the General Municipal Law and this procedure. The Workers' Compensation Administrator shall promptly review the Sheriff's recommendation and the application, as well as any other pertinent documents or evidence available. A copy of the Sheriff's written recommendations, including the reason for denial, if applicable, shall simultaneously be sent to the employee who submitted the application. Should the Workers' Compensation Administrator determine that the officer was injured in the performance of duty or that the officer was taken sick as a result of the performance of duty so as to necessitate medical or other lawful treatment, the Workers' Compensation Administrator shall, pursuant to Section 207-c, direct payment of the full amount of the regular salary or wages until the disability arising therefrom has ceased and shall insure that the County, through the health insurance provided to the officer, will be responsible for the cost of medical or other lawful treatment and for any hospital care associated with such injury or illness. (It is understood that any amounts not otherwise covered by the health insurance carrier will be paid or reimbursed, as necessary, by the County.) A written notice of such determination by the Workers' Compensation Administrator shall be provided to the officer, placed in the officer's personnel file and provided to the County Treasurer.
- (b) The payment of full salary or wages may be discontinued as expressly provided by Section 207-c. Any review of eligibility for the continuation of benefits may only occur after an assessment of the medical condition of an officer or other information raises a question as to whether a disability may have ceased or whether the extent of a disability may have diminished so as to permit a light duty assignment, as the case may be.
- (c) In the event a question arises as to either initial eligibility for benefits or the continuation of benefits once awarded, the following procedure shall apply:

- (i) The Sheriff or the Sheriff's designee, and/or the Workers' Compensation Administrator shall promptly inquire into the fact(s) surrounding the matter at issue. An officer may be required to submit to one or more medical examinations as may be necessary to determine the existence of a disability or illness and its extent. To resolve a question of initial or continued eligibility for the benefits, the Workers' Compensation Administrator shall make a decision on the basis of medical evaluations and other information as may be available and/or as may be provided by the officer. An officer or his/her representative may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused such. The Workers' Compensation Administrator shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and at reasonable notice, require the attendance of the officer or any witness to an incident to secure information; may require the officer to sign a release or waiver for information of his/her medical history; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure (including, but not limited to, requiring the officer to submit a detailed sworn statement of the circumstances surrounding his/her alleged injury or sickness).

All medical examinations directed by the Sheriff or his designee or the Saratoga County Workers' Compensation Administrator pursuant to this Section shall be at the expense of the Employer.

- (ii) The Workers' Compensation Administrator shall make a determination as to initial continued eligibility for benefits based upon information collected or obtained pursuant to this process. An officer shall be notified in writing of the final determination made. The basis for the determination shall be specified. Upon the request of an officer or his/her representative, a copy of any document used by the Workers' Compensation Administrator to determine initial or continued eligibility for any benefits afforded by Section 207-c shall be made available. In the event an officer is adversely affected by a determination, he or she may request a hearing in accordance with the procedure set forth in Section 6 of this procedure.
- (d) Any determination made pursuant to this Section 4, shall be rendered within fifteen (15) working days. In the event that the application for benefits is denied, the employee shall immediately be notified in writing, mailed to the home address then on file with Saratoga County, of such denial. Such notification shall include the specific reason(s) for denial of the claim.

Section 5. Assignment to Light Duty

As authorized by the provisions of Subdivision 3 of Section 207-c, the Sheriff's Department, acting through the Sheriff, or the Sheriff's designee, may assign a disabled officer specified light duties, consistent with his/her status as an officer. The Sheriff, or the Sheriff's designee, prior to making a light duty assignment, shall advise the officer receiving benefits under Section 207-c that his/her ability to perform a light duty assignment is being reviewed. Such an officer may submit to the Sheriff, or the Sheriff's designee, any document or other evidence in regard to the extent of his/her disability. The Sheriff, or the Sheriff's designee, may cause a medical examination or examinations of the officer, to be made at the expense of the Employer. The physician selected shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled officer to perform certain duties or activities, given the

nature and extent of the disability. Upon review of the medical assessment of the officer's ability to perform a proposed light duty assignment and other pertinent information, the Sheriff, or the Sheriff's designee, may make a light duty assignment consistent with medical opinion and such other information as he or she may possess. Pursuant to Section 207-c, if the officer refuses to perform the designated light duty assignment, his/her 207-c benefit shall be discontinued. If the employee wishes to challenge the discontinuance of benefits, he/she may do so pursuant to Section 6 below.

Nothing contained in this Section 5 shall require the Department to create light duty assignments.

Officers that are assigned to light duty as a result of GML 207 c injury shall be eligible to work overtime when a light duty position is available on the shift requiring overtime. Overtime will be assigned in accordance with the CBA and the current overtime procedure in place. Officers who are on light duty shall receive no preference in the assignment of overtime. This provision does not prevent those employees not on light duty from working overtime in a post that could be performed by someone on light duty.

Section 6. Appeal of Adverse Final Determinations

In the event that an officer disagrees with any final determination regarding a proposed light duty assignment or the initial or continued eligibility for benefits, he or she, within fifteen (15) calendar days of the receipt of the determination, shall present to the Workers' Compensation Administrator, a written Demand for Arbitration. The Employer and officer or his/her representative will meet within five (5) calendar days to mutually select an arbitrator from a closed panel consisting of Ira Lobel, Ronald Kowalski, Jeffery Selchick, and Louis Patack or other arbitrator mutually selected by the parties. The arbitrator selected shall be on a rotating basis or first available. In the event the parties are unable to agree, PERB will be asked to assist in the arbitrator selection process. The Arbitrator will be bound by the determination of the Saratoga County Workers' Compensation Administrator unless he finds that the determination is not supported by a preponderance of the evidence. The decision of the Arbitrator shall be final and binding. The Arbitrator's fee shall be shared equally by and between the parties.

A determination made by any officer, agency, board or court regarding the existence of a disability or its extent or regarding an entitlement to any other statutory benefit because of an officer's disability, may be noticed by, but shall not be controlling upon the Arbitrator.

In the event the parties so request, the Arbitrator shall convene an expedited hearing to resolve the outstanding matters.

Section 7.

With respect to the provisions of this procedure, any officer who fails to abide by a reasonable request made pursuant to this procedure shall be deemed to have waived his/her right to such benefits until compliance with the request or direction by the arbitrator. If the employee wishes to challenge a decision made pursuant to this Section 7, he/she may do so pursuant to Section 6, above.

Section 8.

In the event the Sheriff or his designee, or the Saratoga County Workers' Compensation Administrator deems it in the best interest of the parties, it may submit to the New York State Retirement System application(s) for disability retirement, consistent with the provisions of Section 63 of the New York

State Retirement and Social Security Law. Section 7, above, applies likewise to such Department action. In the event that a disability retirement is granted, benefits pursuant to Section 207-c and this procedure shall cease.

Section 9. Continuation of Contract Benefits

- (a) While on leave pursuant to Section 207-c for a period not exceeding three (3) months, or upon the assignment of light duty pursuant to Section 5 above, the officer shall be entitled to all contractually negotiated benefits.
- (b) While on leave pursuant to Section 207-c for any period exceeding three (3) months, the officer shall be entitled to payment of salary (including longevity) and contractual medical insurance.

Section 10.

The Union acknowledges that the Employer has the right to file with the New York State Retirement System an application on behalf of a member in order to obtain retirement benefits. Full cooperation from the member who has an application filed with the New York State Retirement System is required including supplying necessary documents that the County may need to submit with the application and supplying proof to the New York State Retirement System, including medical proof to support the application. The County may require that the member execute HIPAA complaint medial authorizations to obtain medical records.

Should the member fail to refuse to comply with any request for information, documentation, medical authorizations, or other items needed to support the application, then the County will supply that member with a 10 calendar day-notice to cure. If no response is received after that 10 calendar day window expires or the response supplied is not sufficient then the County has the right to cease all 207-c payments to the member and must supply the member with notice of such, and the member retains the right to request a hearing to contest the County terminating 207-c payments.

Should the member supply the information after the 10 calendar day window expires and there is no prejudice to the County due to the delay, the County will resume 207-c payments from the date the information requested is received. Should prejudice to the County exist, the County reserves the right to refuse to make back payments to the member on the grounds those amount or amounts are deemed forfeited. The employee reserves the right to request a hearing to contest the issue of back payments he or she claims is owed. This provision applies to all members including those that currently are on 207-c as of November 17, 2020.

SARATOGA COUNTY SHERIFF'S DEPARTMENT
General Municipal Law Section 207-c
Application

1. _____
Name of Officer

2. _____
Address

3. _____
Telephone number

4. _____
Age

5. _____
Name of supervisor

6. _____
Current job title

7. _____
Occupation at time of injury/illness

8. _____
Length of employment

9. _____
Date of Incident

10. _____
Day of Week

11. _____
Time

12. a. _____
Name of witness(es)

b. _____

c. _____

13. a. _____
Names of co-employees at the incident site

b. _____

c. _____

14. Describe what the Officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

17. When was the incident first reported? _____

To whom? _____ Time _____

Witness (if any) _____

18. Was first aid or medical treatment authorized? _____

By whom? _____ Time _____

19. Name and address of attending physician _____

20. Name of hospital _____

21. State nature of injury and part or parts of body affected _____

22. Will the Officer be returning to duty? _____

When? _____

Date of report

_____, New York _____
Signature of Officer

State of New York)
) ss.:
County of Saratoga)

_____, Being duly sworn, deposes and says that he/she has read the foregoing notice and knows the contents thereof; that the same is true to the knowledge of deponent except as the matters therein stated to be alleged upon information and belief; and that as to those matter she/she believes it to be true, any false statements herein may subject the deponent to the penalties of perjury.

Sworn to before me this
_____ day of _____, 20_____

Notary Public/Commissioner of Deeds

Medical Release

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the County of Saratoga, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my past or present physical condition and treatment rendered therefore.

Signature of Officer

Printed name of Officer

Date

ARTICLE XXIV

PERSONNEL FILES

Section 1. An employee shall have an opportunity to review his/her personnel file, except for letters of reference and security checks, in the presence of his supervisor, upon 24 hours' notice (except on Saturdays and Sundays and holidays), and place in such file a response to anything contained therein which such employee deems to be adverse. The personnel file shall contain memoranda or documents relating to such employee's performance on his job which contain criticism, commendation, appraisal or rating of such employee's performance on his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his/her personnel file. The employee shall sign the memorandum or document acknowledging his/her receipt; however, the employee's signature thereon shall not constitute the employee's agreement with the content of the memorandum or document.

Section 2. Union representatives will be allowed to examine an employee's personnel file with the permission of that employee and in the presence of such employee.

ARTICLE XXV

OUTSIDE EMPLOYMENT

There are no restrictions on part-time employment in other law enforcement agencies. However, there is a restriction on part-time employment for those interested in security work. County-issued uniforms/equipment shall not be used/worn while an officer is in the employ of a law enforcement agency other than Saratoga County Sheriff.

ARTICLE XXVI

ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE XXVII

MANDATORY LEGISLATIVE CLAUSE


IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE

SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVIII

DURATION

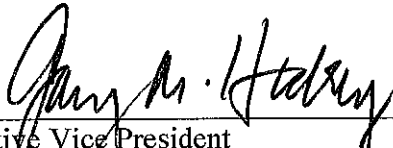
This Agreement shall be effective January 1, 2020 and shall terminate at the close of business December 31, 2022.



PRESIDENT, United Public Service
Employees Union

5-2-22


Date



Executive Vice President
United Public Service Employees Union

5-3-22

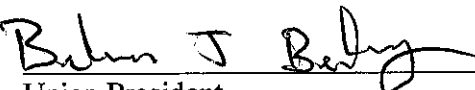
Date



United Public Service Employees Union
Labor Relations Representative

5/3/22

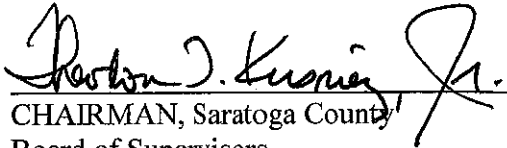
Date



Union President

5/8/2022

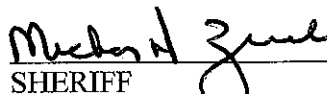
Date



CHAIRMAN, Saratoga County
Board of Supervisors

6-29-22

Date



SHERIFF

5-20-22

Date

(THIS WHOLE APPENDIX IS LINED OUT AND REPLACED WITH NEW APPENDIX A)

2015	Base	1st	2nd	3rd	4th	5th	7th	9th	10th	11th	13th	15th	17th	19th	21st	23rd	25th
Ident Officer	40673.86	46955.73	48244.36	49517.01	50815.81	52088.45	54231.32	55530.12	56692.67	57548.73	57980.34	58415.2	58853.31	59294.71	59739.42	60187.47	60638.87
Lieutenant	49396.43	56698.17	57882.19	59095.28	60289.47	61490.93	63468.18	64671.1	65834.03	66828.12	67329.33	67834.3	68443.06	68855.63	69372.05	69889.34	70416.54
Desk Sergeant	45659.42	52426.43	53550.59	54696.75	55807.18	56963.03	58847.65	59993.85	61096.43	62018.98	62484.12	62952.76	63424.9	63900.59	64379.84	64862.69	65349.16
Correction Sergeant	46841.44	53765.5	54888.29	56038.62	57171.05	58310.37	60185.35	61326.04	62428.82	63371.5	63846.78	64325.63	64808.08	65294.14	65783.84	66277.22	66774.3
Civil Clerk	35063.67	40479.08	41589.97	42687.08	43806.73	44903.84	46751.14	47870.79	48877.99	49610.97	50032.87	50432.93	50836.99	51243.08	51653.03	52066.25	52482.78
Desk Officer	41508.56	47660.39	48682.35	49724.36	50733.8	51784.57	53497.86	54539.87	55542.21	56380.89	56803.75	57229.78	57659	58091.44	58527.13	58966.08	59408.33
Correction Officer	42583.13	48877.73	49898.44	50944.2	51973.68	53009.42	54713.95	55750.95	56753.47	57610.45	58042.53	58477.85	58916.43	59358.31	59803.49	60252.02	60703.91
Cook	38886.02	44702.2	45722.91	46743.63	47751.82	48810.1	50543.43	51566.65	52568.32	53362.11	53762.32	54165.54	54571.78	54983.07	55393.43	55808.88	56227.44
Ident Officer	41487.33	47894.85	49209.25	50507.35	51832.12	53130.22	55315.95	56640.72	57826.52	58599.7	59139.95	59583.5	60030.38	60480.6	60934.21	61391.22	61851.65
Lieutenant	50384.36	57832.13	59039.84	60270.78	61495.26	62720.75	64737.55	65964.52	67150.71	68164.69	68755.92	69190.99	69709.92	70232.75	70759.49	71290.19	71824.87
Desk Sergeant	46572.61	53474.96	54621.6	55790.73	56923.32	58102.29	60024.6	61193.73	62318.35	63259.36	63733.81	64211.81	64693.4	65178.6	65667.44	66159.94	66656.14
Correction Sergeant	47778.27	54840.81	55986.05	57159.4	58314.47	59476.57	61389.05	62552.56	63677.4	64638.93	65123.72	65612.15	66104.24	66600.02	67099.52	67602.77	68109.79
Civil Clerk	35784.94	41288.66	42421.77	43540.82	44682.86	45801.92	47686.16	48828.21	49850.45	50603.19	51033.32	51441.59	51853.12	52267.94	52686.09	53107.58	53532.44
Desk Officer	42338.73	48613.6	49656	50718.85	51748.48	52820.26	54567.82	55630.66	56653.05	57508.51	57939.82	58374.37	58812.18	59253.27	59697.67	60145.4	60596.5
Correction Officer	43434.79	49855.29	50896.41	51963.09	53013.16	54069.61	55808.23	56865.97	57888.54	58762.66	59203.38	59647.41	60094.76	60545.47	60999.56	61457.06	61917.99
Cook	39663.74	45596.25	46637.37	47678.5	48706.85	49786.3	51554.3	52597.98	53619.69	54429.35	54837.57	55248.85	55663.22	56080.69	56501.3	56925.06	57351.99
Ident Officer	42317.08	48852.75	50193.43	51517.5	52868.77	54192.83	56422.27	57773.54	58983.05	59873.7	60322.75	60775.17	61230.98	61690.22	62152.89	62619.04	63088.68
Lieutenant	51392.04	58988.77	60220.63	61482.72	62725.17	63975.17	66032.3	67283.81	68493.72	69527.98	70049.44	70574.81	71104.12	71637.4	72174.68	72715.99	73261.36
Desk Sergeant	47504.06	54544.46	55714.03	56906.54	58061.79	59264.33	61225.1	62417.61	63564.72	64524.55	65008.48	65496.05	65987.27	66482.17	66980.79	67483.14	67989.27
Correction Sergeant	48733.83	55937.63	57105.77	58302.58	59480.76	60666.11	62616.84	63803.61	64950.95	65931.71	66426.19	66924.39	67426.32	67932.02	68441.51	68954.82	69471.98
Civil Clerk	36480.24	42114.44	43270.2	44411.64	45576.52	46717.95	48639.89	49804.77	50847.46	51615.26	52053.99	52470.42	52890.18	53313.3	53739.81	54169.73	54603.09
Desk Officer	43185.51	49585.87	50649.12	51793.22	52783.44	53876.67	55659.18	56743.28	57786.11	58658.68	59098.62	59541.86	59988.42	60438.34	60891.63	61348.31	61808.42
Correction Officer	44303.49	50852.39	51914.34	53002.35	54079.42	55151.01	56924.4	58003.28	59046.31	59937.91	60387.45	60840.35	61296.66	61756.38	62219.55	62686.2	63156.35
Cook	40457.01	46508.17	47570.12	48632.07	49680.99	50782.03	52585.99	53649.94	54692.98	55517.94	55934.32	56353.83	56776.48	57202.3	57631.32	58063.56	58499.03
Ident Officer	43163.42	49829.8	51197.3	52547.85	53926.14	55276.68	57550.72	58929.01	60162.71	61071.17	61529.2	61990.67	62455.6	62924.02	63395.95	63871.42	64350.46
Lieutenant	52419.86	60168.55	61425.05	62712.38	63979.67	65254.67	67352.95	68629.49	69869.6	70918.54	71450.43	71986.31	72526.2	73070.15	73618.18	74170.31	74726.59
Desk Sergeant	48454.14	55635.35	56828.31	58044.68	59223.03	60449.62	62449.62	63659.96	64836.02	65815.04	66308.65	66805.97	67307.01	67811.82	68320.4	68832.81	69349.05
Correction Sergeant	49708.51	57056.38	58247.89	59468.64	60670.38	61879.43	63869.17	65079.69	66249.96	67250.34	67754.72	68262.88	68774.85	69290.66	69810.34	70333.92	70861.42
Civil Clerk	37209.85	42956.73	44135.61	45299.87	46488.05	47652.31	49612.69	50800.87	51864.41	52647.56	53095.07	53519.83	53947.98	54379.57	54814.61	55253.12	55695.15
Desk Officer	44049.22	50577.59	51662.1	52767.89	53839.11	54954.2	56772.36	57878.14	58941.83	59831.85	60280.59	60732.7	61188.19	61647.1	62109.46	62575.28	63044.59
Correction Officer	45189.56	51869.44	52952.63	54062.4	55154.89	56254.03	58062.88	59163.35	60227.24	61136.67	61595.2	62057.16	62522.59	62991.51	63463.95	63939.93	64419.47
Cook	41266.15	47438.33	48521.52	49604.71	50674.61	51797.67	53637.1	54722.94	55785.93	56628.29	57053.01	57480.9	57912.01	58346.35	58783.95	59224.83	59669.01

APPENDIX A

STEPS

LONGEVITY INCREMENTS

2019	Base	1st	2nd	3rd	4th	5th	7th	9th	10th	11th	13th	15th	17th	19th	21st	23rd	25th
Iden Officer	\$44,027	\$50,826	\$52,221	\$53,599	\$55,005	\$56,382	\$58,702	\$60,108	\$61,366	\$62,293	\$62,760	\$63,230	\$63,705	\$64,183	\$64,664	\$65,149	\$65,637
Lieutenant	\$53,468	\$61,372	\$62,654	\$63,967	\$65,259	\$66,560	\$68,700	\$70,002	\$71,261	\$72,337	\$72,879	\$73,426	\$73,977	\$74,532	\$75,091	\$75,654	\$76,221
Desk Sergeant	\$49,423	\$56,748	\$57,965	\$59,206	\$60,407	\$61,659	\$63,699	\$64,939	\$66,133	\$67,131	\$67,635	\$68,142	\$68,653	\$69,168	\$69,687	\$70,209	\$70,736
Correction Sergeant	\$50,703	\$58,198	\$59,413	\$60,658	\$61,884	\$63,117	\$65,147	\$66,381	\$67,575	\$68,595	\$69,110	\$69,628	\$70,150	\$70,676	\$71,207	\$71,741	\$72,279
Civil Clerk	\$37,954	\$43,816	\$45,018	\$46,206	\$47,418	\$48,605	\$50,605	\$51,817	\$52,902	\$53,701	\$54,157	\$54,590	\$55,027	\$55,467	\$55,911	\$56,358	\$56,809
Desk Officer	\$44,930	\$51,589	\$52,695	\$53,823	\$54,916	\$56,053	\$57,908	\$59,036	\$60,121	\$61,028	\$61,486	\$61,947	\$62,412	\$62,880	\$63,352	\$63,827	\$64,305
Correction Officer	\$46,093	\$52,907	\$54,012	\$55,144	\$56,258	\$57,379	\$59,224	\$60,347	\$61,432	\$62,359	\$62,827	\$63,298	\$63,773	\$64,251	\$64,733	\$65,219	\$65,708
Cook	\$42,091	\$48,387	\$49,492	\$50,597	\$51,688	\$52,834	\$54,710	\$55,817	\$56,902	\$57,761	\$58,194	\$58,631	\$59,070	\$59,513	\$59,960	\$60,409	\$60,862

2020	Base	1st	2nd	3rd	4th	5th	7th	9th	10th	11th	13th	15th	17th	19th	21st	23rd	25th
Iden Officer	\$44,907	\$51,843	\$53,266	\$54,671	\$56,105	\$57,510	\$59,876	\$61,310	\$62,593	\$63,538	\$64,015	\$64,495	\$64,979	\$65,466	\$65,957	\$66,452	\$66,950
Lieutenant	\$54,538	\$62,599	\$63,907	\$65,246	\$66,564	\$67,891	\$70,074	\$71,402	\$72,686	\$73,784	\$74,337	\$74,895	\$75,456	\$76,022	\$76,592	\$77,167	\$77,746
Desk Sergeant	\$50,412	\$57,883	\$59,124	\$60,390	\$61,616	\$62,892	\$64,973	\$66,238	\$67,455	\$68,474	\$68,988	\$69,505	\$70,026	\$70,551	\$71,081	\$71,614	\$72,151
Correction Sergeant	\$51,717	\$59,361	\$60,601	\$61,871	\$63,121	\$64,379	\$66,449	\$67,709	\$68,926	\$69,967	\$70,492	\$71,021	\$71,553	\$72,090	\$72,631	\$73,175	\$73,724
Civil Clerk	\$38,713	\$44,692	\$45,919	\$47,130	\$48,366	\$49,577	\$51,617	\$52,853	\$53,960	\$54,775	\$55,240	\$55,682	\$56,127	\$56,577	\$57,029	\$57,485	\$57,945
Desk Officer	\$45,829	\$52,621	\$53,749	\$54,900	\$56,014	\$57,174	\$59,066	\$60,216	\$61,323	\$62,249	\$62,716	\$63,186	\$63,660	\$64,138	\$64,619	\$65,103	\$65,592
Correction Officer	\$47,015	\$53,965	\$55,092	\$56,247	\$57,383	\$58,527	\$60,409	\$61,554	\$62,660	\$63,607	\$64,084	\$64,564	\$65,049	\$65,536	\$66,028	\$66,523	\$67,022
Cook	\$42,933	\$49,355	\$50,482	\$51,609	\$52,722	\$53,890	\$55,804	\$56,934	\$58,040	\$58,916	\$59,358	\$59,803	\$60,252	\$60,704	\$61,159	\$61,618	\$62,080

2021	Base	1st	2nd	3rd	4th	5th	7th	9th	10th	11th	13th	15th	17th	19th	21st	23rd	25th
Iden Officer	\$45,805	\$52,880	\$54,331	\$55,764	\$57,227	\$58,660	\$61,073	\$62,536	\$63,845	\$64,809	\$65,295	\$65,785	\$66,278	\$66,775	\$67,276	\$67,781	\$68,289
Lieutenant	\$55,628	\$63,851	\$65,185	\$66,551	\$67,896	\$69,249	\$71,475	\$72,830	\$74,140	\$75,259	\$75,824	\$76,392	\$76,965	\$77,543	\$78,124	\$78,710	\$79,300
Desk Sergeant	\$51,420	\$59,041	\$60,307	\$61,597	\$62,848	\$64,150	\$66,272	\$67,563	\$68,804	\$69,843	\$70,367	\$70,895	\$71,427	\$71,962	\$72,502	\$73,046	\$73,594
Correction Sergeant	\$52,751	\$60,549	\$61,813	\$63,109	\$64,384	\$65,667	\$67,778	\$69,063	\$70,305	\$71,367	\$71,902	\$72,441	\$72,984	\$73,532	\$74,083	\$74,639	\$75,199
Desk Officer	\$46,745	\$53,673	\$54,824	\$55,998	\$57,134	\$58,318	\$60,247	\$61,421	\$62,550	\$63,494	\$63,970	\$64,450	\$64,933	\$65,420	\$65,911	\$66,405	\$66,903
Correction Officer	\$47,956	\$55,044	\$56,194	\$57,371	\$58,531	\$59,697	\$61,617	\$62,785	\$63,914	\$64,879	\$65,365	\$65,856	\$66,349	\$66,847	\$67,348	\$67,854	\$68,362
Civil Clerk	\$43,792	\$50,342	\$51,491	\$52,641	\$53,776	\$54,968	\$56,920	\$58,072	\$59,200	\$60,094	\$60,545	\$60,999	\$61,457	\$61,918	\$62,382	\$62,850	\$63,321
Cook	\$43,792	\$50,342	\$51,491	\$52,641	\$53,776	\$54,968	\$56,920	\$58,072	\$59,200	\$60,094	\$60,545	\$60,999	\$61,457	\$61,918	\$62,382	\$62,850	\$63,321
RPN - Correctional Head Nurse	\$58,666	\$59,579	\$60,490	\$61,411	\$62,321	\$63,215	\$64,139	\$65,048		\$65,962		\$66,869		\$67,782			\$68,852
Correctional	\$63,155	\$64,064	\$64,976	\$65,900	\$66,810	\$67,706	\$68,624	\$69,535		\$70,449		\$71,358		\$72,271			\$73,342

2022	Base	1st	2nd	3rd	4th	5th	7th	9th	10th	11th	13th	15th	17th	19th	21st	23rd	25th
Iden Officer	\$46,721	\$53,937	\$55,418	\$56,879	\$58,371	\$59,833	\$62,295	\$63,787	\$65,122	\$66,105	\$66,601	\$67,101	\$67,604	\$68,111	\$68,622	\$69,136	\$69,655
Lieutenant	\$56,741	\$65,128	\$66,488	\$67,882	\$69,254	\$70,634	\$72,905	\$74,287	\$75,623	\$76,765	\$77,340	\$77,920	\$78,505	\$79,093	\$79,687	\$80,284	\$80,886
Desk Sergeant	\$52,448	\$60,221	\$61,513	\$62,829	\$64,105	\$65,433	\$67,597	\$68,914	\$70,181	\$71,240	\$71,775	\$72,313	\$72,855	\$73,402	\$73,952	\$74,507	\$75,066
Correction Sergeant	\$53,806	\$61,760	\$63,049	\$64,371	\$65,672	\$66,980	\$69,134	\$70,444	\$71,711	\$72,794	\$73,340	\$73,890	\$74,444	\$75,002	\$75,565	\$76,132	\$76,703
Desk Officer	\$47,680	\$54,747	\$55,921	\$57,118	\$58,277	\$59,484	\$61,452	\$62,649	\$63,801	\$64,764	\$65,250	\$65,739	\$66,232	\$66,729	\$67,229	\$67,733	\$68,241

Correction Officer	\$48,915	\$56,145	\$57,318	\$58,519	\$59,701	\$60,891	\$62,849	\$64,040	\$65,192	\$66,176	\$66,673	\$67,173	\$67,676	\$68,184	\$68,695	\$69,211	\$69,730
Civil Clerk	\$44,668	\$51,349	\$52,521	\$53,694	\$54,852	\$56,067	\$58,059	\$59,234	\$60,384	\$61,296	\$61,756	\$62,219	\$62,686	\$63,156	\$63,630	\$64,107	\$64,588
Cook	\$44,668	\$51,349	\$52,521	\$53,694	\$54,852	\$56,067	\$58,059	\$59,234	\$60,384	\$61,296	\$61,756	\$62,219	\$62,686	\$63,156	\$63,630	\$64,107	\$64,588
RPN -	Base	1st	2nd	3rd	4th	5th	7th	9th	11th	15th	18th	24th					
Correctional	\$59,839	\$60,771	\$61,700	\$62,639	\$63,567	\$64,479	\$65,422	\$66,349	\$67,281	\$68,206	\$69,138	\$70,229					
Head Nurse																	
Correctional	\$64,418	\$65,345	\$66,276	\$67,218	\$68,146	\$69,060	\$69,996	\$70,926	\$71,858	\$72,785	\$73,716	\$74,809					

APPENDIX B

GRIEVANCE PROCEDURE

1. Definitions

As used herein, the following terms shall have the following meanings:

- A. "Employee" shall mean any bargaining unit member.
- B. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative orders or work rules, procedures, regulations, administrative orders or work rules of the County of Saratoga or a Department Head thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
- C. "Department" shall mean any office, department, board commission or other agency of the government of the Employer.
- D. "Immediate supervisor" shall mean the employee or office on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves the time records or evaluates the work performance of the employee.
- E. "Department Head" shall mean that person so designated pursuant to Charter Local Law, Administrative Code, Rule or Resolution of the Board of Supervisors as the head of a Department and defined in subdivision "C" hereof.
- F. "Decision" shall mean the ruling, determination or report or disposition made by an immediate supervisor, department head or grievance board after a grievance is heard or submitted as in this act provided.
- G. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this act.
- H. "Unit Grievance Committee" shall mean a five man committee elected or appointed by this Union to act with, or on behalf of, any member of the unit in relation to the grievances not resolved prior to the SECOND STAGE as outlined in this Schedule.

2. Declaration of Basic Principle

Every employee of this County shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by members of the Unit Grievance Committee during the Second Stage of the Grievance Procedure.

3. Initial Presentation

- a. An employee who claims to have a grievance shall present the grievance, in writing, to the immediate supervisor, within ten (10) days after the grievance occurs.
- b. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as deemed appropriate and shall consult with superiors to such extent as deemed appropriate, all on an informational basis.
- c. Within five (5) days after presentation of the grievance, the immediate supervisor shall make the decision and communicate the same in writing to the employee presenting the grievance. If the grievance is denied, the supervisor shall provide the specific basis for denial.

4. Second Stage

- a. If an employee presenting a grievance is not satisfied with the decision made by the immediate supervisor, the employee may, within five (5) days thereafter, request a review and determination of the grievance by the Unit Grievance Committee, who will in turn make a determination as to the validity of such grievance. Such request shall be in writing, and shall contain a statement of the specific nature of the grievance and the facts relating to it. If the Unit Grievance Committee deems the grievance to be valid, a copy of the request shall be forwarded, within five (5) days, to the immediate supervisor and the Department Head. Thereupon and within five (5) days after receiving such request, the immediate supervisor shall submit to the Department Head a written statement of the information concerning the specific nature of the grievance and the facts relating to it.
- b. The Department Head shall within five (5) days of receipt of the grievance request, give a reply, in writing, to the Unit Grievance Committee and the employee. If the grievance is denied, the Department Head shall provide the specific basis for denial. If the decision is not issued, the Union may proceed to the next stage.

5. Grievance Committee

If the Union is not satisfied with the decision of the Department Head, the Union may submit the grievance to the designated triage arbitrator. The parties shall schedule regular meetings, as needed, with the triage arbitrator. At these meetings the parties will present their positions on all pending grievances. Upon request of the parties, the triage arbitrator shall review the facts and provide an opinion regarding the merits of each grievance. The triage arbitrator may also assist in mediating a settlement of the grievance. The triage process shall be considered a settlement process, and may not be referred to in subsequent arbitrations.

If the grievance is not resolved at the triage step, the Union may proceed to advisory arbitration. The Union and/or the Sheriff or County shall have the ability to bypass the triage arbitrator and proceed directly to the arbitration process.

The parties shall maintain a list of mutually agreed upon arbitrators. The arbitrators shall be listed in alphabetical order and grievances will be assigned on a rotating basis. Each party may strike one arbitrator from the list for each arbitration matter. By mutual agreement of the parties, a specific arbitrator may be designated for a specific case. In the event that no acceptable arbitrators remain on

the list, an arbitrator shall be selected pursuant to the Rules and Regulations for Voluntary Contract Grievance Arbitration issued by the Public Employment Relations Board.

Triage Arbitrator: Ira Lobel
 Jeff Selchick

Arbitration Panel: Eric Lawson, Jr.
 Ron Kowalski
 Louis Patack
 Ira Lobel
 Jeffrey Selchick

APPENDIX C

SARATOGA COUNTY SHERIFF'S DEPARTMENT
OFFICIAL PHYSICAL FITNESS TEST

The physical fitness test is made of three parts: (a) strength, (b) endurance, and (c) flexibility. Correction Officers must pass all three parts of this test in order to successfully complete this portion of the health standards program.

A. Strength

Hand and arm strength are necessary for a Correction Officer to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The Correction Officer is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulder. Fingers should be pointed straight ahead. The Correction Officer lowers the body until the Correction Officer's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The Correction Officer then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below.

Age	20-29	30-39	40 & Older
Male	30	25	15
Female	15	15	15

B. Endurance

Bent Knee Sit Ups will be used to measure the Correction Officer's abilities to maintain continued exertion over a prolonged period of time. The Correction Officer lies back on the floor, with the knees bent. The fingers should be laced behind the neck. The employee sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The employee should be able to complete the indicated number of bent knee sit ups in one minute's time:

Age	10-29	30-39	40-49	50-59	60-69
Male	34	31	26	20	18
Female	30	24	15	14	14

Flexibility

It is important that Correction Officers maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility will be a 1.5 mile run. The times for passing this portion of the test are charted below:

Age

1.5 mile run (in minutes)

	20-29	30-39	40-49	50-59	60-60
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

Section 4. Standards of Error Calculation

A. The Institute for Aerobics Research also considers "Standards of Error" in calculating the above standards. These standards of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run	subtract 55 seconds from final score.
Sit Ups	add 1 sit up to final score.
Push Ups	no standard of error has been computed.

APPENDIX D

SARATOGA COUNTY SHERIFF'S DEPARTMENT
OFFICIAL WEIGHT CHART

<u>HEIGHT</u>	<u>MALES</u> <u>MINIMUM</u> <u>ACCEPTABLE</u> <u>WEIGHT</u>	<u>MAXIMUM</u> <u>ACCEPTABLE</u> <u>WEIGHT</u>
5 ft. 2 in.	113	174
3	114	177
4	116	181
5	118	185
6	120	190
7	121	194
8	123	199
9	125	203
10	127	208
11	128	212
6 ft. 0 in.	131	217
1	134	221
2	136	227
3	139	232
4	143	238

<u>HEIGHT</u>	<u>FEMALES</u> <u>MINIMUM</u> <u>ACCEPTABLE</u> <u>WEIGHT</u>	<u>MAXIMUM</u> <u>ACCEPTABLE</u> <u>WEIGHT</u>
4 ft. 10 in.	90	153
11 in.	91	156
5 ft. 0 in.	92	159
1	93	163
2	95	166
3	98	170
4	100	175
5	103	180
6	106	184
7	108	189
8	111	193
9	114	196
10	116	200
11	119	203
6 ft.0 in.	121	206

NOTE: The maximum acceptable weight column includes a four (4) pound allowance for underwear, trousers, and shirt. Height shall be measured without shoes or headgear.

APPENDIX E

VACATION REQUEST/APPROVAL

With respect to the application and interpretation of Article IX of the Agreement as it relates to vacation requests, the parties specifically recognize that the County and/or Department Head will have the right to deny vacation leave requests during emergency situations. Moreover, the parties specifically recognize that previously approved vacation requests can be cancelled by the County or Department Head during emergency situations. Emergency situations shall include such things as inmate situations involving mass escapes, riots, long term power failures, designated "disasters" and "emergencies," etc.

With respect to mandated training situations over which the Department has no scheduling control, vacation requests can be denied or cancelled so that the operational needs of the Department can be met by sending the appropriate officers to such mandated training. An example of such mandated training would be supervisory school for corrections officers appointed to corrections sergeants. In such a situation, the officer who was up for promotion would be advised of the mandated supervisory training and (s)he would then decide whether to accept the promotion.

With respect to non-mandated training, if the training opportunity is assigned to a corrections officer before the officer submits a vacation leave request, the vacation leave request can be denied by the County or Department Head. However, if the vacation leave request was submitted and approved prior to the assignment of the training opportunity to the corrections officer, the officer will be allowed to take his or her vacation leave.

The parties agree to continue the method of vacation selections as set forth in the Department's Policy and Procedures Manual. More specifically, officers will submit their vacation leave requests prior to March 31st of the given calendar year. Those requests will then be approved by the Department Head based on seniority in a manner consistent with past practice. Once those requests are approved, the officers will be allowed to take their vacation leaves on the dates requested, except as otherwise set forth herein.

Vacation requests submitted after March 31st shall be acted upon on a "first come, first served" basis. Upon receipt of the request, the department head or designee will review projected staffing levels for the date(s) requested. Vacation requests shall be granted unless doing so would place the staffing level more than two persons below the minimum staffing requirements of the New York State Commission on Correction. Vacation requests which would result in a staffing level more than two persons below this minimum may be denied. For purposes of this section, staffing levels will be determined based upon projections at the time the request is submitted.

Requests for single day(s) vacation made after March 31st shall be submitted in accordance with departmental policy at least three (3) days prior to the day(s) requested. Requests for one or more weeks vacation made after March 31st shall be submitted in accordance with departmental policy at least seven (7) days prior to the day(s) requested. Requests submitted after the limits provided may be denied, however, the Department Head will make a good faith effort to accommodate such leave requests notwithstanding the late submission of the requests.

APPENDIX F

DRUG AND ALCOHOL TESTING POLICY

INTRODUCTION

1.1 The County of Saratoga, the Sheriff of Saratoga County, and the United Public Service Employees Union recognize the importance of a safe, efficient, and healthy work environment for all employees of the bargaining unit. To ensure the integrity of the Sheriff's Office and its employees and to preserve public trust and confidence in a law enforcement profession free from drug and alcohol abuse, the following drug and alcohol testing program is hereby implemented.

DEFINITIONS

2.1 DRUG TEST. The compulsory production and submission of urine by an employee for chemical analysis to detect prohibited drug usage.

2.2 ALCOHOL TEST. The compulsory collection of a breath specimen through the use of an evidential breath-testing device (EBT).

2.3 REASONABLE SUSPICION. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee that would lead the reasonable person to suspect that the employee is or has been using drugs while on or off-duty.

2.4 COVERED EMPLOYEES: All Saratoga County United Public Service Employees Union members.

2.5 MEDICAL REVIEW OFFICER (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by this drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

2.6 DESIGNATED EMPLOYER REPRESENTATIVE (DER): The Employer or individual(s) identified by the Employer as able to receive confidential communications and test results directly from the Medical Review Officer, BATs, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

PROCEDURES/RULES

3.1 PROHIBITED ACTIVITY. The following rules shall apply to all employees employed in the Sheriff's Office while on or off duty:

3.1.1 No employee shall illegally possess any controlled substances.

3.1.2 No employee shall ingest any controlled substance, unless as prescribed by a licensed, medical practitioner.

3.1.3 No employee shall ingest any prescribed controlled substance in amounts beyond the recommended dosage.

3.1.4 Any employee who unintentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to the Sheriff so that appropriate medical steps may be taken to ensure the employee's health and safety.

3.1.5 In the event an employee is required to use a prescription medication or an over-the-counter medication which has the potential to impair job performance the employee shall seek out the advice of his/her physician. When the physician determines that the employee cannot perform the essential duties of his/her job due to the medication, the employee must request a medical leave of absence until said medication is no longer in use.

3.1.6 No employee shall report for duty while under the influence of alcohol or illegal drug.

3.1.7 While on duty, no employee shall use or be under the influence of alcohol.

3.1.8 An employee having a reasonable basis to believe that another employee is illegally using, or illegally in possession of any controlled substance shall immediately report the facts and circumstances to the sheriff. An employee having a reasonable basis to believe that another employee is using or under the influence of alcohol on duty shall immediately report the facts and circumstances to the Sheriff.

3.2 **EMPLOYEE DRUG TESTING.** Covered Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

3.2.1 The Sheriff or designee may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test. Attached is the form which shall be completed prior to any reasonable suspicion drug testing.

3.2.2. The Sheriff or designee may order a drug test administered as part of any regular physical examination required by the Sheriff's Department.

3.2.3 Employees shall be uniformly tested during any unannounced, mandatory mass

(department-wide) or mandatory individual random drug testing required by the Sheriff's Office. The Sheriff shall determine the frequency, departments, shifts and timing of such tests.

3.2.4. A drug test shall be considered as a condition of application to the specialized units within the Sheriff's Office, and may be administered as part of the required physical examination for that position or randomly performed while assigned to such specialized unit.

3.3 **PROBATIONARY EMPLOYEE DRUG-TESTING.** Where a probationary employee has a past history of drug use, said employee may be required to submit to follow-up testing until the probationary period is successfully completed. The frequency and timing of such testing shall be determined by the Sheriff.

3.4 **APPLICANT DRUG-TESTING.** Applicants for a position in the Sheriff's Office may be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment under the following circumstances.

3.4.1. Refusal to submit to a required drug-test.

3.4.2. A confirmed positive drug-test indicating drug use prohibited by this policy.

3.5 **DRUG-TESTING PROCEDURES.** The testing procedures and safeguards provided herein to ensure the integrity of Sheriff's Office drug-testing shall be adhered to by any personnel administering drug tests:

I. TESTING PROTOCOL

Testing for drugs will be conducted by urinalysis. An independent qualified contractor will perform all specimen collections for drug testing. A breath alcohol technician (BAT) or duly trained Saratoga County Sheriff Department supervisor not in the Union bargaining unit using an approved breath-testing device will conduct testing for alcohol. If the employee tests positive, the MRO will provide the employee with a copy of that test result.

Except as provided below, the cost and expense of testing shall be fully paid by the Employer without any cost or charge back to the employee or Union.

All testing shall be conducted during the employee's work shift or an extension thereof during which times the employee shall be considered "on duty".

II. DRUG TESTING

A. DRUG TESTING ADMINISTRATION

1. All testing shall be administered by a third-party private testing facility which is independent of the County.

2. Testing shall be by random selection or if applicable by reasonable suspicion.
3. A random testing list will be compiled by the testing facility and sent to the Employer by certified mail, return receipt requested. The list will be active for seventeen (17) calendar days from the postmark date. At 0800 on the eighteenth (18th) day, the list expires. The Sheriff or his/her designee shall provide notice to the Union President of the date a list is received and the date it expires within five days after the date of expiration.
4. No more than fifty percent of the total number of bargaining unit members shall be tested each year by random selection. The fifty percent of the unit number may include a member being randomly tested more than once.

3.5.1 Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. The employee will be required to sign a medical release of information form in the event that a physician must be contacted for clarification or verification of legal drug use.

3.5.2 The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.

3.5.3. Testing personnel of the same sex as the employee shall be present and observe production of the urine sample.

3.5.4. Where the employee is unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample, during which time said employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample without a documented medical reason shall be considered a refusal to submit a drug-test.

3.5.5. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.

3.5.6. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

3.5.7. An employee's urine sample shall be split and stored in case of legal disputes. The urine samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted to immediate drug-testing. The other sample shall be secured in frozen storage. If the results of the original test are positive, the

employee may within ten (10) calendar days of the employee's written notification of the positive test, elect to have the remaining specimen tested by a laboratory of his choice licensed by Section Five Hundred Seventy-Five (575) of the New York State Public Health Law for testing by Gas Chromatography, with mass spectrometry or an equivalent scientifically accepted method.

In the event that the second drug test, requested by the employee is returned with negative results, the first drug test which indicated a positive result will be negated.

Chain of Custody Documentation shall be maintained by the testing facility and Sheriff. A copy of the laboratory report of such test will be provided to the employee and Sheriff. If an employee does not reply within this time frame, the confirming test will be performed by the original testing laboratory.

3.5.8 Each step in the collection and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody specific procedures may be promulgated by the Sheriff to insure compliance. Where a positive result is confirmed, urine specimens shall be maintained in secured, frozen storage for an indefinite period determined by the date of final disposition and statute of limitations for appeal if applicable.

3.5.9 The urine sample first shall be tested using the initial drug screening procedure. An initial positive test results will not be considered conclusive; rather, it will be classified as "confirmation pending" until the confirmation test results are obtained.

3.5.10 A specimen testing positive will undergo an additional confirmatory test.

3.5.11 The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures. Concentrations of a drug at or above the following levels shall be considered a positive test results when using the initial drug screening test:

INITIAL TEST LEVEL (ng/ml)

Marijuana metabolite	100 or 50* Cocaine
metabolite	300
Opiate metabolites	2000
Phencyclidine.	25
Amphetamines.	1000

*Dependent upon Laboratory Set-up

3.5.12 Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using

a technologically different initial screening method:

**CONFIRMATORY
TEST LEVEL (ng/ml)**

Marijuana metabolite	15 (1)
Cocaine metabolite.	150 (2)
Opiates Morphine Codeine.	2000
Phencyclidine.	25
Amphetamines.	500

- (1) Delta-9- tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoylcegonine

3.5.13 All test results shall be treated with the same confidentiality as other employee medical records and shall not be released to any person other than the Sheriff and DER.

3.5.14 Testing shall be conducted in the manner to ensure that the employee's legal drug use does not affect the test results.

3.5.15 No employee shall be required to divulge his/her lawful use of drugs/medication (over-the-counter or prescription based) to the Employer. To the extent the employee must provide information to the laboratory and/or MRO regarding his lawful use of drugs/medication in order to ensure that the employee's legal drug use does not affect the test results, such information is only to be divulged to the laboratory/MRO and is and shall remain confidential between the employee and the laboratory/MRO; such information shall not be provided to the Employer. The Employer shall provide a copy of the policy to the laboratory and MRO to ensure confidentiality.

3.5.16 The employee shall have access to information on the testing procedure and methods. A copy of the test result shall be provided to the employee.

3.6 **DRUG-TEST RESULTS.** An employee having negative drug test results shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

3.6.1 All records pertaining to required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.

3.6.2 Any employee who breaches the confidentiality of testing information shall be subject to discipline.

3.6.3 Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

3.7 **EMPLOYEE ALCOHOL TESTING.** Employees employed in the Sheriff's Office will be required to take alcohol tests as a condition of continued employment in order to ascertain whether he or she has reported for duty while under the influence of alcohol or is using or is under the influence of alcohol while on duty, as provided below.

3.7.1 The Sheriff may order an employee to take an alcohol test upon documented reasonable suspicion that the employee has reported for duty while under the influence of alcohol or is using or is under the influence of alcohol while on duty. Attached is the form which shall be completed prior to any reasonable suspicion drug testing. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.

3.7.2 The Sheriff may order an alcohol test administered as part of any regular physical examination required by the Sheriff's Department.

3.7.3 Employees shall be uniformly tested during any unannounced, mandatory mass(department-wide) or mandatory individual random alcohol testing required by the Sheriff's Office. The Sheriff shall determine the frequency, departments, shifts and timing of such tests.

3.8 **ALCOHOL TESTING PROCEDURES.** The testing procedures and safeguards provided herein to ensure the integrity of Sheriff's alcohol-testing shall be adhered to by any personnel administering alcohol tests:

3.8.1 Alcohol testing shall be conducted by collection of a breath specimen through the use of an **evidential breath-testing device (EBT) that is approved by the National Highway Traffic Safety Administration** or the NYS Division of Criminal Justice Services. The test must be performed by a breath alcohol technician (BAT), who is trained to proficiency in the operation of the EBT being used and in the alcohol testing procedures specified in the regulations.

3.8.2 The person who will serve as the BAT will be identified to employees and by a supervisor at the time of selection of an alcohol test.

3.8.3 In so far as possible, alcohol tests will be conducted at a site that provides privacy to the individual being tested.

3.8.4 Upon arrival at the alcohol collection site, the employee must provide identification to the BAT. After testing procedures are explained to the employee, the employee and the BAT must complete, date, and sign the alcohol testing form.

3.8.5 Screening Test. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained.

3.8.6 Following the screening test the BAT must show the employee the result displayed on the EBT or a printed result. If the results of the screening test is an alcohol concentration of less than .02, no further testing is required and test will be reported to the Employer as a negative test and shall be considered a negative test.

3.8.7 Confirmation Test. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test must be confirmed.

3.8.8 The confirmation test must be conducted at least 15 minutes, but not more than 20 minutes, after completion of the initial test. The employee will be instructed to not eat, drink, or put any object or substance in his or her mouth, and will be instructed to not belch to the extent possible while awaiting this confirmation test. The confirmation test will be performed whether or not the employee complies with such instructions.

3.8.9 The confirmation test is conducted using the same procedures as the screening test. A new mouthpiece will be used.

3.8.10 If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result.

3.8.11 If the results of the confirmation tests is an alcohol concentration of less than 0.02, the test will be reported to the Employer as a negative test and shall be considered a negative test.

3.8.12 The BAT will transmit all results to the Employer's designated agent in a confidential manner.

3.9 **ALCOHOL-TEST RESULTS.** An employee having negative alcohol test results shall receive a letter stating that fact. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

3.9.1 All records pertaining to required alcohol tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.

3.9.2 Any employee who breaches the confidentiality of testing information shall be subject to discipline.

3.9.3 Alcohol test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

3.10 **CONSEQUENCES.** Any bargaining unit employee who tests positive, and/or fails to comply with the following procedures, shall be subject to discipline up to and including discharge in accordance with the collective bargaining agreement's disciplinary procedures.

3.11 **REVIEW.** Any claimed violation, misinterpretation, or inequitable application of this drug and alcohol testing policy may be grieved in accordance with the collective bargaining agreement's grievance and/or disciplinary procedures.

Reasonable Cause - Drug and Alcohol Testing Checklist

(To be completed by Sheriff or his/her designee)

Name of Employee: _____

Rank: _____

Nature of incident/cause of suspicion: _____

Behavioral indications noted, if any _____

Physical signs or symptoms noted, if any: _____

Witnesses, corroboration, etc.: _____

Has the employee taken any medication(s) in the past four weeks? _____

If yes, list medication(s), quantity, and last date taken: _____

Signature of Sheriff or designee: _____

Date: _____



6/21/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 207- 2022

Introduced by Human Resources and Insurance: Supervisors Tollisen, Edwards, Grasso, Hammond, Schopf, K. Veitch and Wood

AMENDING RESOLUTION 231-2020 TO AUTHORIZE THE CHAIR OF THE BOARD TO EXECUTE THE 2020 COLLECTIVE BARGAINING AGREEMENT WITH THE UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU), INCORPORATING PRIOR MEMORANDA OF AGREEMENT WITH THE UNITED PUBLIC SERVICE EMPLOYEES UNION

WHEREAS, Resolution 45-2017 approved the current four-year Collective Bargaining Agreement with the Saratoga County Sheriff Officers Association, Inc., which Collective Bargaining Agreement expired on December 31, 2018; and

WHEREAS, since the expiration of said Collective Bargaining Agreement, the United Public Service Employees Union (UPSEU) has replaced the Saratoga County Sheriff Officers Association, Inc. as the bargaining agent for those employees previously represented by the Saratoga County Sheriff Officers Association, Inc.; and

WHEREAS, Resolution 90-2020 approved a Memorandum of Agreement with the United Public Service Employees Union providing for a one-year extension of the previously expired Collective Bargaining Agreement through December 31, 2019; and

WHEREAS, Resolution 231-2020 approved the Tentative 2020-2022 Agreement with the United Public Service Employees Union providing for a three-year extension of the previously expired Collective Bargaining Agreement for the term from January 1, 2020 through December 31, 2022; and

WHEREAS, Resolution 81-2021 approved a Memorandum of Agreement with the United Public Service Employees Union providing for adding Registered Nurses and Head Nurses to the United Public Service Employees Union; and

WHEREAS, the language of the 2020 – 2022 agreement has been finalized with the assistance of the Negotiating Committee, the Saratoga County Sheriff, the County's Director of Human Resources, and the County's Labor Counsel; and

WHEREAS, our Negotiating Committee, the Saratoga County Sheriff, the County's Director of Human Resources, and the County's Labor Counsel have recommended that the finalized agreement be executed; now, therefore, be it

RESOLVED, that Resolution 231-2020 is amended to include a *RESOLVED* clause which states:

RESOLVED, that the Chair of the Board of Supervisors is authorized to execute the 2020-2022 Agreement with the United Public Service Employees Union, to include the Memoranda of Agreement approved by Resolution 90-2020, Resolution 231-2020; and Resolution 81-2021; subject only to final agreement on, and the approval of, its language in final form by this Board's Negotiating Committee and the County's Labor Counsel; and be it further

RESOLVED, that the provisions of Resolution 231-2020, not inconsistent with the terms of this Resolution shall remain in full force and effect; and it is further

RESOLVED, that the form and content of such amended agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.

June 21, 2022 Regular Meeting

Motion to Adopt by Supervisor Hammond, Seconded by Supervisor Lant

AYES (230267): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819) Jean Raymond (1333), Michael Smith (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Thomas Richardson (5163), Theodore Kusnierz (16202), Sandra Winney (2075), Thomas N. Wood, III (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lawler (8208), John Lant (17361)

NOES (0):

ABSENT (5242): Willard H. Peck (5242)